



# Real Estate Investment Authorization

## ITEMS TO COMPLETE AND RETURN VIA FAX OR MAIL (RETAIN COPIES FOR YOUR RECORDS)

- Real Estate Pre-Investment Checklist

## FORMS

- Real Estate Investment Authorization
- Earnest Money Deposit Request
- Property Management Agreement

## EXTRAS

- Real Estate: After You Invest
- Deposit Slips

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:  
[PacificPremierTrust.com/upload](https://PacificPremierTrust.com/upload)

Fax to: 303-614-7051

Send mail to:  
FIS - Processing Center  
Attn: Pacific Premier Trust  
PO BOX 981012  
Boston, MA 02298

For express deliveries:  
FIS-Remittance Processing  
Loading Dock #2  
Attn: Pacific Premier Trust  
10 Dan Road  
Canton, MA 02021

Questions?  
Call 800-962-4238





Real Estate Pre-Investment Checklist

IMPORTANT INFORMATION

- You have the ability to nominate a Property Manager using this form. Nominating a property manager is optional. Please validate all expenses related to property management services with the manager.
Ensure you are using IRA/Plan funds for earnest money deposits.
If financing your real estate purchase, use a non-recourse loan.
Please refer to an outside qualified professional for further guidance related to prospective transactions or investments.
Gather the required documents (see below).
All documents should reflect the title or owner to be Pacific Premier Trust, Custodian, FBO (Client Name), IRA or applicable account type such as Retirement Plan or Solo(k) Plan.

REQUIRED DOCUMENTS:

Table with 3 columns: Documents Required by Pacific Premier Trust, Pacific Premier Trust, and 3rd Party. Rows include sections for 'For all Real Estate Investments' and 'If a Transfer-In/Rollover' with various document types listed.

All documents requiring Pacific Premier Trust signature must be signed by the client prior as read and approved. You can find Pacific Premier Trust forms by visiting PacificPremierTrust.com/forms or call Client Services for additional assistance at 800-962-4238.

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Real Estate Investment Authorization

IMPORTANT INFORMATION

The investment is made by the IRA — not you. All purchase documents should reflect the title or owner as "Pacific Premier Trust, Custodian, FBO (Account Owner Name) IRA \_\_\_\_%." "Retirement Plan" or "Solo(k)" can be substituted where appropriate.

Use this form to initiate a real estate investment through your Pacific Premier Trust IRA. All real estate investments are subject to administrative review by Pacific Premier Trust.

SUBMITTERS INFORMATION (if someone other than the account owner):

FIRM SUBMITTING REQUEST

SUBMITTER NAME

SUBMITTER PRIMARY PHONE NO.

1. ACCOUNT OWNER

ACCOUNT OWNER NAME (FIRST, MI, LAST)

PACIFIC PREMIER TRUST ACCOUNT NO.

EMAIL ADDRESS

PRIMARY PHONE

2. INVESTMENT INSTRUCTIONS

I authorize Pacific Premier Trust to make: [ ] New Purchase [ ] Exchange [ ] Earnest Money Deposit [ ] Transfer/Rollover\*

\*If Transfer/Rollover, please complete and submit Transfer/Rollover Request Form

Select and complete one below:

[ ] All cash purchases of \$ \_\_\_\_\_ plus closing costs to be determined.

Closing date: \$ \_\_\_\_\_

[ ] Financed purchases of \$ \_\_\_\_\_ plus closing costs to be determined. I authorize Pacific Premier Trust to sign a promissory note and deed of trust/mortgage to: Lender Name: \_\_\_\_\_ in the amount of \$ \_\_\_\_\_. (If financing, complete Financing Instructions in Section 7.)

Funding Due Date (cannot be guaranteed): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If all relevant transaction documentation is received in good order, funding can be executed within 3 business days.

3. PROPERTY INFORMATION

STREET ADDRESS

CITY

COUNTY

STATE

POSTAL CODE

ABN OR PROPERTY TAX NO.

PERCENTAGE OF OWNERSHIP

%

TYPE OF PROPERTY

[ ] Residential

[ ] Land

[ ] Commercial



#### 4. CLOSING AGENT

COMPANY NAME		CONTACT NAME	
STREET ADDRESS			
CITY	COUNTY	STATE	POSTAL CODE
EMAIL		PHONE NO.	

Are you affiliated with or related to the closing agent or the closing agent's company?  Yes  No

#### 5. FUNDING INSTRUCTIONS

Check

PAYEE NAME			
STREET ADDRESS			
CITY		STATE	POSTAL CODE
CONTACT PHONE			

Wire:

BANK NAME		ABA NO.
BANK ACCOUNT NAME	BANK ACCOUNT NO.	
REF NO.		

Contact the receiving bank to verify, as incorrect instructions may cause a 2-3 day delay in delivery.

#### 6. DOCUMENT FORWARDING INSTRUCTIONS

If different than address provided in Funding Instructions above

RECIPIENT'S NAME		
STREET ADDRESS		
CITY	STATE	POSTAL CODE

Select one of the delivery options below:

- Regular Mail
- Overnight delivery (charge my Pacific Premier Trust Account)
- Overnight delivery (use pre-addressed air bill, included)
- Overnight delivery (send via 3rd party billing) Account No.: \_\_\_\_\_  Fed Ex  UPS
- Email: \_\_\_\_\_

If no box is selected, default will be to overnight documents at the client's expense. Please refer to your fee schedule for details.



**7. FINANCING INSTRUCTIONS (CHECK ONE IF FINANCING)**

- Property Manager will make note payments. (Complete attached Property Management Agreement form.)
- I agree to submit an Expense Payment form to set up an automatic payment for my loan, upon closing.

LENDER NAME		LOAN NO.	
STREET ADDRESS			
CITY		STATE	POSTAL CODE
LENDER CONTACT EMAIL		LENDER CONTACT PHONE NO.	



**8. ACKNOWLEDGMENT & 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(s) 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 and its related entities are 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 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 nonroutine 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 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 (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 “Environmental 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. 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 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 a legal interest. I acknowledge that Pacific Premier Trust shall have no duty or responsibility to take such actions and that if this documentation is not provided to Pacific Premier Trust 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 Agreement.
11. I understand that I must provide a real estate valuation annually for any property held in my account(s), due to IRS regulations. Such annual valuation may be in the form of a comparative market analysis or other source deemed to be acceptable by the Custodian. If you do not provide a value annually, we may obtain one through an independent third-party and charge your Account. In the event a value is not provided or obtained, I agree the Custodian may distribute the property to me, which is taxable event. Please select an option below, if an option is not selected, Pacific Premier Trust will default to obtaining a value and charging your account. Please refer to your fee schedule for details.
  - I agree to use Pacific Premier Trust valuation service provider to obtain value.
  - I agree to provide a value on an annual basis.
12. The independent firm we have engaged, as well as some of the valuation sources such as third-party valuation websites utilize automated valuation models (AVMs) to derive a value. AVMs use statistically based computer programs that use real estate information such as comparable sales, property characteristics, and price trends to provide a current estimate of market value for a specific property. For individuals who are required to take mandatory distributions (RMDs) from an IRA or retirement account, we encourage you to seek guidance from your tax professional about how that estimated value from the AVM may impact your RMD calculation. You may need to adjust your calculation. Please consult with your tax advisor.

ACCOUNT OWNER OR FINANCIAL REPRESENTATIVE SIGNATURE	DATE (REQUIRED)
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ACCOUNT OWNER NAME	ACCOUNT NO.
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PROPERTY ADDRESS	PURCHASE AMOUNT
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Earnest Money Deposit Request

IMPORTANT INFORMATION

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 this form:

- Real Estate Investment Authorization Form
Purchase Contract

SUBMITTERS INFORMATION (if someone other than the account owner):

FIRM SUBMITTING REQUEST

SUBMITTER NAME

SUBMITTER PRIMARY PHONE NO.

1. ACCOUNT OWNER

ACCOUNT OWNER NAME (FIRST, MI, LAST)

PACIFIC PREMIER TRUST ACCOUNT NO.

EMAIL ADDRESS

PRIMARY PHONE

2. PURCHASE CONTRACT

Buyer's name on Purchase Contract should read:

Pacific Premier Trust, Custodian, FBO [ACCOUNT OWNER OR PLAN NAME] [IRA/PLAN OWNERSHIP] %

Earnest Money Funding Due Date (cannot be guaranteed): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

3. INVESTMENT INSTRUCTIONS

I hereby instruct Pacific Premier Trust to issue a check/wire for earnest money in the amount of \$ \_\_\_\_\_

The above requested amount is to be held in escrow for the purchase of the property listed below:

PROPERTY ADDRESS

PAYEE NAME

STREET ADDRESS

CITY

STATE

POSTAL CODE

Select one of the following funding options:

- Check
Wire (Please complete wire instructions below or attach to this form.)



BANK NAME	ABA NO.
BANK ACCOUNT NAME	BANK ACCOUNT NO.
REF NO.	

Contact the receiving bank to verify, as incorrect instructions may cause a delay in delivery.

**4. DOCUMENT FORWARDING INSTRUCTIONS**

If different than address provided in funding instructions

RECIPIENT'S NAME		
STREET ADDRESS		
CITY	STATE	POSTAL CODE

Select one of the delivery options below:


- Regular Mail
- Overnight delivery (charge my Pacific Premier Trust Account)
- Overnight delivery (use pre-addressed air bill, included)
- Overnight delivery (send via 3rd party billing) Account No.: \_\_\_\_\_  Fed Ex  UPS
- Email: \_\_\_\_\_

If no box is selected, default will be to overnight documents at the client's expense. Please refer to your fee schedule for details.

**5. 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 I do not provide a value annually, my custodian may obtain one and charge my Pacific Premier Trust account.

	ACCOUNT OWNER OR DESIGNATED ACCOUNT REPRESENTATIVE SIGNATURE	DATE (REQUIRED)
	ACCOUNT OWNER NAME (PRINTED)	ACCOUNT NO.

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.

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<b>Fax to:</b> 303-614-7051			







Property Management Agreement

IMPORTANT INFORMATION

Having a property manager is optional. This form is not required if you are providing your own Property Management Agreement.

1. PROPERTY ADDRESS

Form fields for property address: STREET ADDRESS, CITY, COUNTY, STATE, POSTAL CODE

2. PROPERTY MANAGER INFORMATION

Form fields for property manager information: PROPERTY MANAGER COMPANY, CONTACT NAME, STREET ADDRESS, CITY, STATE, POSTAL CODE, EMAIL, PHONE NO.

3. RECITALS & AGREEMENTS

The Account Owner appoints Property Manager (PM) to provide the services listed in this agreement and the PM accepts such appointment. The Account Owner and PM agree that he/she is the PM of the Account Owner, and not of Pacific Premier Trust. The Account Owner acknowledges that Pacific Premier Trust has not advised he/she with respect to the selection of a Property Manager, and agrees that he/she has sole responsibility, and not Pacific Premier Trust, for the selection, retention, termination and monitoring of the PM. The Account Owner and PM agree that Pacific Premier Trust has a limited role in its capacity as the Plan's directed custodian and hereby agree that Pacific Premier Trust is not responsible for any of the Property Manager's duties or for the enforcement of this agreement. Account Owner hereby designates the individual or entity identified above as Property Manager for the property identified on this form. By signing below, Account Owner and Property Manager, agree to and acknowledge the following:

- 1. The Property Manager is a third party to this transaction (i.e., not the Account Owner or renter).
2. A spouse or other disqualified person, appointed as Property Manager, will not be compensated for managing the property.
3. The Property Manager agrees to comply with all local, state and federal property management laws while acting as Property Manager.
4. The Property Manager will send all payments received to Pacific Premier Trust for deposit into Account Owner's retirement plan.
5. The Property Manager will retain records for all parties. Records include but are not limited to: rental payment history (funds received from renters and any funds dispersed by the Property Manager to cover expenses), bank statements, and rental/lease agreements. Upon request the Property Manager will provide a full accounting of these records to the Account Owner or Pacific Premier Trust.
6. The Property Manager will provide notification to Pacific Premier Trust and Account Owner in the event of default by a renter, and take all necessary actions to correct a default and coordinate eviction proceedings as directed and approved by the Account Owner.
7. The Property Manager will contact billing parties to ensure bills are forwarded to the address of the Property Manager.
8. The Property Manager will ensure all expenses related to the property are paid according to the percentage of ownership.
9. Pacific Premier Trust reserves the right to require supporting documentation for any request.

SIGNATURES REQUIRED >>>



3. RECITALS & AGREEMENTS (CONTINUED)

	PROPERTY MANAGER SIGNATURE	DATE (REQUIRED)
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	ACCOUNT OWNER OR DESIGNATED ACCOUNT REPRESENTATIVE SIGNATURE	DATE (REQUIRED)
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ACCOUNT OWNER NAME (PRINTED)	ACCOUNT NO.
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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.

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## Real Estate: After You Invest

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### PROPERTY MAINTENANCE

- You are not required to appoint a Property Manager. If you choose not to appoint one then please ensure all expenses — anything your property needs, from repairs on broken windows to leaky faucets — and all income flow through your Pacific Premier Trust account. Expenses should not be paid out of personal funds, so be sure to maintain enough cash in your IRA/Plan account to manage these costs.
- To ensure accurate recording of all income for the property, please have all income sent to Pacific Premier Trust with a Deposit Slip. This is very important when a renter is making payments directly to your account.
- Property Managers will be able to authorize Pacific Premier Trust to pay expenses under \$5,000 with documentation (bills, estimates, etc.), excluding property management advances.
- Pacific Premier Trust will pay all mandatory bills that we receive, regardless of whether you appoint a Property Manager for your real estate investment. Examples of mandatory bills: property taxes, insurance, utilities, homeowner association (HOA) dues, loan payments, etc. (Optional bills include, but are not limited to, property management advances, maintenance bills, improvement costs and attorney fees.)
- Tax bills of \$5,000 or less received by Pacific Premier Trust will be paid in full by the first installment date.
- All expenses related to your investment should be paid according to the percentage of ownership.
- Please work with your tax advisor to ensure all taxes related to Unrelated Debt-Financed Income (UDFI) and Unrelated Business Taxable Income (UBTI) are paid accordingly by the IRA/Plan, if applicable.
- Pacific Premier Trust does not monitor real estate investment expenses. It is the client's responsibility to protect the property and monitor the investments in your account. As a reminder it is your responsibility to protect your real estate property and monitor the investments in your account.

### ADDITIONAL RESOURCES

- For additional information, see IRC Section 4975 and IRS Publication 590-B.

To learn more about making a real estate transaction, please visit [PacificPremierTrust.com/realestate](https://PacificPremierTrust.com/realestate) or call us at 800.962.4238.



PACIFIC PREMIER TRUST  
A Division of Pacific Premier Bank

### DEPOSIT SLIP FOR REAL ESTATE

Make checks payable to Pacific Premier Trust, Custodian, FBO (client's name), IRA (or Solo(k) if applicable).  
For one check, multiple accounts or assets, please use page 2

Property Owner Name: \_\_\_\_\_ Check Number: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_ Check Amount: \$ \_\_\_\_\_

Payment Type  Rent  Proceeds from Sale

Other (Please Explain): \_\_\_\_\_

Pacific Premier Trust Account Number      Asset ID

**Send checks to:**  
FIS - Processing Center  
Attn: Pacific Premier Trust  
PO BOX 981012  
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Make checks payable to Pacific Premier Trust, Custodian, FBO (client's name), IRA (or Solo(k) if applicable).

Property Owner Name: \_\_\_\_\_ Check Number: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_ Check Amount: \$ \_\_\_\_\_

Payment Type  Rent  Proceeds from Sale

Other (Please Explain): \_\_\_\_\_

Pacific Premier Trust Account Number      Asset ID

**Send checks to:**  
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Make checks payable to Pacific Premier Trust, Custodian, FBO (client's name), IRA (or Solo(k) if applicable).

Property Owner Name: \_\_\_\_\_ Check Number: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_ Check Amount: \$ \_\_\_\_\_

Payment Type  Rent  Proceeds from Sale

Other (Please Explain): \_\_\_\_\_

Pacific Premier Trust Account Number      Asset ID

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Make checks payable to Pacific Premier Trust, Custodian, FBO (client's name), IRA (or Solo(k) if applicable).

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**FOR ONE CHECK, MULTIPLE ACCOUNTS**

CHECK NUMBER: \_\_\_\_\_ TOTAL CHECK AMOUNT: \_\_\_\_\_

To be applied to the following accounts and/or assets:

1. Client Name: \_\_\_\_\_ Amount Towards Acct: \$ \_\_\_\_\_

Payment Type  Rent  Proceeds from Sale

Other (Please Explain): \_\_\_\_\_

Pacific Premier Trust Account Number      Asset ID

2. Client Name: \_\_\_\_\_ Amount Towards Acct: \$ \_\_\_\_\_

Payment Type  Rent  Proceeds from Sale

Other (Please Explain): \_\_\_\_\_

Pacific Premier Trust Account Number      Asset ID

3. Client Name: \_\_\_\_\_ Amount Towards Acct: \$ \_\_\_\_\_

Payment Type  Rent  Proceeds from Sale

Other (Please Explain): \_\_\_\_\_

Pacific Premier Trust Account Number      Asset ID

4. Client Name: \_\_\_\_\_ Amount Towards Acct: \$ \_\_\_\_\_

Payment Type  Rent  Proceeds from Sale

Other (Please Explain): \_\_\_\_\_

Pacific Premier Trust Account Number      Asset ID

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