

Toll Free: 800.962.4238 PacificPremierTrust.com

# 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:**

Documents Required by Pacific Premier Trust	Source of Documents		
	Pacific Premier Trust	3 <sup>RD</sup> Party	
For all Real Estate Investments:			
Real Estate Investment Authorization Form	<b>V</b>		
Earnest Money Deposit Request (if applicable)	<b>V</b>		
Conveyance Deed		<b>V</b>	
Settlement Statement		<b>V</b>	
Escrow Instructions (if applicable)		<b>V</b>	
Property Manager Agreement (optional)	<b>V</b>		
Loan Documents (applicable for non-recourse loan)		V	
ff a Transfer-In/Rollover:			
Transfer-in/Rollover Form	<b>V</b>		
Property Valuation		V	
Account Statement reflecting the asset (dated within 60 days)		V	
Copy of existing recorded Deed from current custodian		<b>V</b>	
Proposed Deed with Pacific Premier Trust listed as the beneficiary (a Letter of Instruction from the resigning custodian can be used in place of this; contact Pacific Premier Trust for more information)		<b>V</b>	

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.

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 SUBJECTTO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.





Toll Free: 800.962.4238 PacificPremierTrust.com

# **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 PRIMARY PHONE NO. SLIBMITTER NAME \* Indicates required information. 1. ACCOUNT OWNER ACCOUNT OWNER NAME (FIRST, MI, LAST)\* PACIFIC PREMIER TRUST ACCOUNT NO \* EMAIL ADDRESS\* PRIMARY PHONE NO.\* 2. INVESTMENT INSTRUCTIONS I authorize Pacific Premier Trust to make: New Purchase Exchange Earnest Money Deposit Transfer/Rollover\* \*If Transfer/Rollover, please complete and submitTransfer/Rollover Request Form Select and complete one below: \_\_\_\_\_plus closing costs to be determined All cash purchases of \$\_\_\_\_\_ 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: . (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\*



Land

STATE\*

%

TYPE OF PROPERTY Residential

COUNTY\*

PERCENTAGE OF OWNERSHIP\*

CITY\*

APN OR PROPERTY TAX NO.\*

POSTAL CODE\*

Commercial

4. CLOSING AGENT					
COMPANY NAME		CONTACT NAME			
STREET ADDRESS					
СІТУ	COUNTY		STATE		POSTAL CODE
EMAIL ADDRESS		PHO	NE NO.		
Are you affiliated with or related to the closing a	agent or the closing agent's o	compa	any? Yes 1	No	
Realtor Name(s):			Note: D	isqualified part	ies cannot receive commission
5. FUNDING INSTRUCTIONS					
Check:					
PAYEE NAME					CONTACT PHONE
STREET ADDRESS				,	
СІТУ			STATE		POSTAL CODE
Wire:					
BANK NAME					CONTACT PHONE
BANK ACCOUNT NAME BANK ACCOUNT NO.			WIRE ROUTING		NO.
BANK ACCOUNT OWNER ADDRESS					
REFERENCE					
Contact the receiving bank to verify funding ins	tructions, as incorrect instruc	tions	may cause a 2–3 day de	elay in delivery	
6. DOCUMENT FORWARDING INSTRUC	TIONS				
If different than address provided in Funding	Instructions above				
RECIPIENT'S NAME					
STREET ADDRESS					
СПУ			STATE		POSTAL CODE
Select one of the delivery options below: Regular Mail Overnight delivery (charge my Pacific Premion overnight delivery (use pre-addressed air bito overnight delivery (send via 3rd party billing)	ll, included)			FedEx	UPS
Fmail:					

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



# 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 PHONE NO.

7. FINANCING INSTRUCTIONS (CHECK ONE IF FINANCING)

Property Manager will make note payments. (Complete a Property Management Agreement form.)

# 8. ACKNOWLEDGMENT & SIGNATURE

- I understand, acknowledge and agree 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 and direct Pacific Premier Trust to make for my Pacific Premier Trust Account ("Account").
- 2. I verify that I have received and read all pertinent information relating to the investment(s) named herein (i.e. real estate contract, title report, closing documents, etc.). I verify that (i) I am capable of evaluating the investment characteristics and risks of the investment independently, or have relied on an investment professional with knowledge and experience related to investments of the type described above; and (ii) I am not relying on the Custodian for any advice or recommendation in evaluating the investment. I also verify that I agree to be bound by the terms of the Custodial Account Agreement, which I agreed to together with Pacific Premier Bank, through its division, Pacific Premier Trust, as the Custodian of record. I acknowledge that the terms of the Custodial Agreement are incorporated herein by reference, except that where the terms of this Real Estate Investment Authorization shall control.
- 3. 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) purchased 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 also understand and agree that Pacific Premier Trust and its related entities will not be responsible to take any action, or have any other obligation or liability, should the investment noted herein become subject to default, including fraud, insolvency, bankruptcy, or other court order or legal process.
- 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 is it 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.
- 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. Prohibited Transactions. I represent that the above investment is not a prohibited transaction, as defined in the Internal Revenue Code Section 4975. If I, a family member or another disqualified person am/is an officer of, or has an ownership interest in the property in which I am investing, I represent that I have consulted my tax advisor prior to submitting my investment instructions.
- 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 understand that Pacific Premier Trust will request confirmation of purchase as part of its role as custodian of my Account. I also understand and agree that if I do not provide documentation necessary to confirm this investment, Pacific Premier Trust may resign as custodian of the asset(s), which may be a tax reportable event.
- 10. I acknowledge that I have received, understand, and agree to Pacific Premier Trust's Valuation Reporting Policy as outlined in the Custodial Agreement. I understand that I must provide a real estate valuation annually for property held in my account(s). Such annual valuation may be in the form of a comparative market analysis or other source deemed to be acceptable by Pacific Premier Trust. If I do not provide a value annually, Pacific Premier Trust may obtain one through an independent third-party and charge my Account. In the event a value is not provided or obtained, I agree that Pacific Premier Trust may distribute the property to me at the last reported value, which is taxable event. I elect to make the following option below, if an option is not selected, Pacific Premier Trust may default to obtaining a value and charging my account as outlined in the Fee Schedule.

I agree to use Pacific Premier Trust valuation service provider to obtain value.

I agree to provide a value on an annual basis.

- 11. The independent firm engaged by Pacific Premier Trust, 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, I agree to seek guidance from my tax professional/advisor about how that estimated value from the AVM may impact your RMD calculation, and that I may need to adjust my calculation.
- 12. I understand, acknowledge and agree that any dispute regarding this investment shall be handled pursuant to 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.
- 13. I agree to release, indemnify, defend, and hold Pacific Premier Trust and its related entities harmless from any claims arising out of processing this investment authorization including any damages, fees (including legal fees), costs or expenses arising therefrom.

•	ACCOUNT OWNER SIGNATURE		DATE (REQUIRED)
	ACCOUNT OWNER NAME	ACCOUNT NO.	
	PROPERTY ADDRESS	PURCHASE AMOUNT	

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 SUBJECTTO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

Fmail to:

alternativeinvestments@pacificpremiertrust.com

Fax to: 303.614.7036

Send mail to: Pacific Premier Trust Processing Center 1801 California St., Suite 800 Denver, CO 80202 Questions? Call 800.962.4238





Toll Free: 800.962.4238 PacificPremierTrust.com

# **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

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	IAIL ADDRESS PRIMARY PHONE NO.			
2. PURCHASE CONTRACT				
Buyer's name on Purchase Contract sho	ould 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 and complete one below:

Check

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



3. INVESTMENT INSTRUCTIONS (CONTINUED)			
BANK NAME		ABA NO. OR WIRE ROUTING	S NO.
BANK ACCOUNT NAME	BANK ACCOUNT NO.	<u>I</u>	
REFERENCE			
Contact the receiving bank to verify, as incorrect instructions may cause a d	lelay in delivery.		
4. DOCUMENT FORWARDING INSTRUCTIONS			
If different than address provided in Funding Instructions above			
RECIPIENT'S NAME			
STREET ADDRESS			
СПУ	STATE		POSTAL CODE
Select one of the delivery options below:	I		
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.:		FedEx	UPS
Email:			
If no box is selected, default will be to overnight documents at the clier	nt's expense. Pleas	e refer to your fee sch	edule for details.
5. ACKNOWLEDGMENTS			
I understand said property has not yet been deemed administratively feasib I further understand:	le by Pacific Premie	rTrust and its purchase	is subject to that determination.
Earnest money must be sent from the retirement plan for the portion of the pro	operty listed above to	be held in the retirement	plan.

- 2. Any funds not used toward the purchase of property must be returned to my retirement plan.
- 3. 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.
- 4. All sale proceeds from the property must be returned directly to the retirement plan.
- 5. 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.

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 SUBJECTTO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

Email to:

 $\underline{alternative investments@pacific premier trust.com}$ 

Fax to: 303.614.7036

Send mail to: Pacific Premier Trust Processing Center 1801 California St., Suite 800 Denver, CO 80202

Questions? Call 800.962.4238

