

Private Placement Buy Direction Letter Instructions

Form Use

Use this form when investing in a Private Placement, Joint Venture, Private Company Shares or Private Stock.

If you need assistance completing the forms, please call us at:

888-322-6534 option 1

Fees and Processing

Asset purchase fee: \$50

Wire fee: \$30 (*if requested*)

Overnight delivery: \$30 (*if requested*)

Expedited review fee: \$100 (*if requested*)

IRAR processing time: 2-3 Days

Submission Options



Email

forms@iraresources.com



Fax

858-459-6565



Mail

IRA Resources, Inc.
1000 Broadway, Suite 350
Oakland, CA 94607

IMPORTANT

You must have enough funds in your account to cover the investment purchase and transaction fees. Lack of funds will delay your purchase.

Instructions

It is imperative that all purchase documentation are properly titled/vested in the name of the IRA.

Example: IRAR Trust FBO [Client Name, Account#]

Use IRAR Trust Co. information when a purchaser's tax ID or physical address is required on the documents.

IRAR Trust Co. Tax ID: 83-1624780

IRA Resources, Inc.

1000 Broadway, Suite 350

Oakland, CA 94607

Do not sign supporting documents or agreement where a purchaser's signature is required.

IRAR must sign all documentation for the purchase on behalf of the client's account. Mark the Purchase Agreement and other documents as "*read and approved*" with your signature at the top of every page where a signature is needed before submitting to IRAR.

Example: *Read and Approved: John Doe*

Required Documentation For Transaction

- Completed and signed Buy Direction Letter: Private Placement (*required*)
- Private Placement Memorandum (*if applicable*)
- Subdocuments (*if applicable*)

NOTE: IRAR may reject the Buy Direction Letter if we identify that you are engaging in a prohibited transaction. These include, but are not limited to:

- Receiving compensation for reimbursement from the investment entity
- Self-dealing
- Managing the investment

See **IRS Code 4975** for information on prohibited transactions.



IRA RESOURCES, INC.

QUESTIONS? 888 322 6534
SUBMIT FORM: forms@iraresources.com

858 459 6565 fax

Private Placement Buy Direction Letter

1. ACCOUNT OWNER INFORMATION

Form with fields: Full Name (as it appears on your account application), Account Number, Account Type (checkboxes for Traditional, Roth, SEP, SIMPLE, HSA, ESA), Email Address, Daytime Phone Number.

2. REVIEW AND PROCESSING

Form with question: How Do You Want IRAR to Review Your Transaction? (NOTE: The review request does not guarantee the completion of the transaction). Includes checkboxes for Normal Review Request and Expedited Review Request (\$100) with associated review timeframes.

3. TRANSACTION ACKNOWLEDGEMENT

Form with text: Read the Information Below and Initial to Acknowledge. Includes bullet points about disqualification and fund availability, and a line for initials: Initial Here: [arrow] _____ By initialing, I acknowledge that I have read and understand the transaction information above .

4. INVESTMENT INFORMATION

Form with checkboxes for New Purchase, Additional Funding, and Exchange. Includes fields for Investment Name, Percentage of Ownership, Quantity, Price, and Total Purchase.

5. ENTITY TO RECEIVE EXECUTED INVESTMENT DOCUMENTATION

Form with fields: Contact/Representative Full Name, Contact/Representative Title, Company Name, Phone Number, Street Address, City, State, Zip, Contact/Representative Email. Includes question: How Would You Like the Executed Copies of the Documents Sent to the Entity? with checkboxes for Overnight Mail, email, and fax.



IRA RESOURCES, INC.

Private Placement Buy Direction Letter

6. DELIVERY INSTRUCTIONS

How Would You Like to Have the Funds Delivered? (check one)

1. [] Wire

Form fields for wire transfer: Bank Name, Bank ABA/Routing Number, Account Name, Account Number, Reference Number

2. [] Check 3. [] Cashier's Check (overnight delivery required)

Form fields for check/cashier's check: Payee Name, Phone Number, Payee Street Address, City, State, Zip, Delivery options (First Class Mail, Overnight Delivery, Bill to Third Party, etc.), Street Address, City, State, Zip

7. PAYMENT OF IRAR FEES

How Will You Pay for Transaction Fees?

If credit card is declined, fees will be debited from IRA. Transaction will NOT be processed unless fees are paid.

[] Debit IRAR Account [] Credit Card (complete credit card information below)

Credit Card Type

[] Visa [] Master Card [] American Express [] Discover [] Save this card to my account for future fees

Name As it Appears on the Card Card Number Expiration Date Security Code

Billing Address Billing City Billing State Billing Zip

By signing below, I authorize my credit card to be charged for the option(s) chosen above. I understand that inaccurate or incomplete credit card information or charges declined by the credit card issuer will delay the processing of the account transaction. Future changes to the option made above must be submitted in writing.

Signature Date



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8. STATEMENT OF INVESTMENT ELIGIBILITY

Choose one option below. Do you, the account owner (NOT the IRA) currently hold one of the following roles ?

<input type="checkbox"/> Manager, Managing Member or Partner, Officer, Director, Trustee, or a Person with Similar Duties	Current Percentage of Ownership: _____ %
<input type="checkbox"/> Member, Shareholder, Partner or Beneficiary (<i>with no management duties</i>)	Current Percentage of Ownership: _____ %
<input type="checkbox"/> None of the above	

9. ACCOUNT OWNER ACKNOWLEDGEMENT OF INVESTMENT AND INDEMNITY AGREEMENT DISCLAIMERS

Please ensure that you read and acknowledge the following disclosures before you sign and date this form.

- 1) I acknowledge that IRAR Trust Company acts solely as a directed custodian and represent that it provided no tax, legal or investment advice. I understand that IRAR Trust Company is under no obligation or duty to investigate, analyze, monitor, verify, or otherwise evaluate this or any investment contemplated by this or any Investment Direction form I submit, nor does it have any responsibility to review the prudence, merits, viability, or suitability of any such investment.
- 2) I understand and agree that IRAR Trust Company will not make any attempt to evaluate the entity I want my Account to invest in. For example, IRAR Trust Company will not check the financial strength of the entity, nor check with the Secretary of State, the Securities and Exchange Commission, the Better Business Bureau, or any other governmental or non-governmental agency to see if any complaints have been filed against the entity. I understand and agree that IRAR Trust Company does not review and approve the subscription agreement, operating agreement, by-laws, limited or general partnership agreement, or any other similar agreement regarding the purchase or operation of the entity I want my Account to invest in. I represent that I have done my own due diligence on the entity I want my Account to invest in.
- 3) I understand and agree that I am solely responsible for making sure that the entity was not formed and will not operate in a way that does or may lead to a prohibited transaction under IRC §4975.
- 4) I understand and agree that if the entity my Account is investing in becomes a "disqualified person" (as that term is defined in IRC §4975) upon funding (this may occur, for example, if my plan and other disqualified persons, including me personally, own more than 50% of the entity), then any future mandatory capital calls may be a prohibited transaction under IRC §4975. I understand that it is not IRARs responsibility, and IRAR will not verify or validate the ownership percentages with the entity or listed on this form before or after this transaction occurs.
- 5) I understand that my Account may be subject to Unrelated Business Income Tax (UBIT) as a result of its investment in the identified entity. If my Account owes UBIT on its profits from the entity, I agree to prepare or cause to be prepared and filed an IRS Form 990T, and any similar filing required under applicable state laws, for each year with respect to which any such form is required, and to cause my Account to pay any UBIT that is reported in such forms. I understand and agree that any UBIT owed must come from funds belonging to the Account. I agree to indemnify and hold harmless, as set forth in paragraph 10) below, includes liability of the parties named therein with respect to UBIT and the preparation and filing of IRS Form 990T and similar state tax filings.
- 6) I agree and understand that IRAR Trust Company is required to report the fair market value of the Account to the Internal Revenue Service each year. I agree to obtain a fair market value for the Account's investment in the entity as of December 31 each year and report this information to IRAR Trust Company no later than January 15 of the following year. I understand and agree that IRAR Trust Company is entitled to rely on the valuation provided by me for reporting purposes and shall bear no responsibility as to the accuracy of the information provided. I understand and agree that until a different valuation is reported to IRAR Trust Company, the value of the investment in the entity will be reported based on the Account's total investment in the entity. I understand and agree that if I fail to provide a fair market value to IRAR Trust Company as required, IRAR Trust Company may withdraw as Custodian of my account and distribute the asset to me or to a successor custodian.
- 7) I understand that with some types of accounts there are rules for required minimum distributions from the account. If I am now subject to the required minimum distribution rules for my Account, or if I will become subject to those rules during the term of the investment, I represent that I have verified either that the entity that my Account is investing in provides distributions that will be sufficient to cover each required minimum distribution, or that there are other assets in my Account, or in other accounts that I may access for this purpose, that are sufficiently liquid (including cash) from which I will be able to withdraw my required minimum distributions as they become required.
- 8) I understand and agree that I am also responsible for confirming that none of the "disqualified persons" with respect to my Account (including, but not limited to IRA Resources or any agent, affiliate or designee of IRAR Trust Company) are associated in any way with the entity I want my Account to invest in.
- 9) I understand and agree that if the Plan Asset Regulations issued by the U.S. Department of Labor apply, the entity is disregarded for purposes of the prohibited transaction rules of IRC §4975. In that case, the underlying assets of the entity are the assets in which my Account is investing, and each of the statements above regarding the entity must be true with regard to each of the assets that the entity invests in. I represent that I either understand the Plan Asset Regulations and Interpretive Bulletin 75-2 or that I have sought competent legal counsel regarding the Plan Asset Regulations and Interpretive Bulletin 75-2 and their potential application to the entity that I want my Account to invest in, prior to making my investment decision.

Private Placement Buy Direction Letter

10) By signing this Disclaimer, I agree to indemnify and hold harmless, IRAR Trust Company (including, but not limited to IRA Resources or any agent, affiliate, or designee of IRA Resources), and their respective officers, directors, shareholders, and employees against any liability associated with investing in the identified entity, including funding a capital call, and including any liability that arises because the investment is or may be a prohibited transaction under IRC §4975.

Prior to funding, all transaction documents must be notated "read and approved" with your signature and date (for example: subscription documents).

I understand that my account is self-directed and that IRAR Trust Company is acting solely as a passive custodian to hold retirement account assets and in no other capacity. IRAR Trust Company will not review the merits, legitimacy, appropriateness, and/or suitability of any investment in general, including but not limited to: any investigation and/or due diligence prior to making any investment, or in connection with my account in particular. I acknowledge that I have not requested that IRAR Trust Company provide, and IRAR Trust Company has not provided, any advice with respect to the investment directive set forth in this Buy Direction Letter. I understand that it is my responsibility to conduct all due diligence, including but not limited to: search concerning the validity of title, and all other investigation that a reasonably prudent investor would undertake prior to making any investment. I understand that IRAR Trust Company will not determine whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review the risks associated with this investment and I performed the due diligence I deemed necessary on the investment itself to ensure compliance with these requirements. I also understand and agree that IRAR Trust Company will not be responsible to take any action should there be any default with regard to this investment.

I understand that IRAR Trust Company is not a "fiduciary" for my account and/or my investment as such terms are defined in the IRC, ERISA, and/or any applicable federal, state, or local laws. I agree to release, indemnify, defend, and hold IRAR Trust Company, and its respective officers, directors, managers, members, employees, agents, owners, representatives, affiliates, and successors harmless from any claims, including but not limited to: actions, liabilities, losses, penalties, fines, and/or claims by others, arising out of this Buy Direction Letter and/or this investment, including but not limited to: claims that an investment is not prudent, proper, diversified or otherwise in compliance with ERISA, the IRC and/or any other applicable federal, state, or local laws. In the event of claims by others related to my account and/or investment wherein IRAR Trust Company is named as a party, IRAR Trust Company shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including but not limited to: all attorneys' fees, costs, and internal costs (collectively "Litigation Costs"), incurred by IRAR Trust Company in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by IRAR Trust Company, on demand, I will promptly reimburse IRAR Trust Company the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, IRAR Trust Company shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs.

I confirm that this purchase does not include any illegal or impermissible investments under South Dakota or Federal law, including, but not limited to, holdings of marijuana or other illegal substances, illegal gambling, or illegal artifacts.

I am directing IRAR Trust Company to complete this transaction as specified above. I confirm that the decision to buy this asset is in accordance with the rules of my account, and I agree to hold harmless and without liability IRAR Trust Company under the foregoing hold harmless provision. I understand that no one at IRAR Trust Company has authority to agree to anything different than my foregoing understandings of IRAR Trust Company's policy. If any provision of this Buy Direction Letter is found to be illegal, invalid, void, or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect. I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Transactions with insufficient funds will not be processed until sufficient funds are received. If fees are being deducted from your account, the full amount of the transaction plus fees must be available before your transaction can be processed.

IRAR Trust Company does not provide tax, legal, or investment advice. It does not endorse or recommend any agent, company, or specific investment. Any information communicated by IRAR Trust Company is solely for educational purposes and should not be construed as tax, legal, or investment advice. Consultations with tax, legal, and investment professionals is advised prior to making any decisions regarding your account.

I have read and understand the disclosures above.

ACCOUNT OWNER SIGNATURE

DATE



IMPORTANT PLEASE READ: When reviewing investment documentation such as Operating Agreement, PPM, Subdocuments, etc. for this transaction. Do not sign or write on the signature line of the documents. **IRAR must sign purchase documents on behalf of your IRA. Instead, at the top of the page where a signature is needed write "read and approved" with your signature next to it.** Example: *Read and approved: John Doe*