

# Auction Buy Direction Letter

## 1. ACCOUNT OWNER INFORMATION

Full Name (as it appears on your account application)	Account Number	Account Type
		<input type="checkbox"/> Traditional <input type="checkbox"/> Roth <input type="checkbox"/> SEP <input type="checkbox"/> SIMPLE <input type="checkbox"/> HSA <input type="checkbox"/> ESA
Email Address	Daytime Phone Number	

## 2. REVIEW AND PROCESSING

How Do You Want IRAR to Review Your Transaction? <i>(NOTE: The review request does not guarantee the completion of the transaction)</i>	
<input type="checkbox"/> Normal Review Request <i>Documents are reviewed within approximately 2-3 business days</i>	<input type="checkbox"/> Expedited Review Request (\$100) <i>Documents are reviewed within one (1) business day if received before noon (PST). Any documents received after noon (PST) will be reviewed by close of next business day</i>

## 3. TRANSACTION ACKNOWLEDGEMENT

Read the Information Below and Initial to Acknowledge

- Vesting is to be: IRAR Trust FBO [Your name and account number]. The taxpayer identification number to be used is: **IRAR Trust Co. Tax ID: 83-1624780**
- All correspondence and payments should be mailed to: IRAR Processing Center 1000 Broadway, Suite 350 Oakland, CA 94607
- All checks should be payable to: IRAR Trust FBO [Your name or plan name and account number]
- All original documents (Deed, Certificate, Promissory Note, Deed of Trust, etc., showing the proper vesting) are to be held by IRAR
- All payments and income for this asset must be sent to IRAR, for deposit to IRA.
- Any disqualified party to the IRA may not receive compensation for providing services on this transaction. See [IRS Code Section 4975](#)
- If I am** a successful bidder, I understand that I am fully responsible for making sure that the recorded document is sent to IRAR. If after the purchase IRAR doesn't receive the recorded document within 30 days, the amount IRAR disbursed may be subject to a reporting on the IRS form 1099-R as a taxable distribution. This may create an additional tax liability for me.
- If I am not** a successful bidder, I will send all funds back to IRAR for re-depositing into my account within 30 days after IRAR has disbursed the payment. If, after the payment has been made, IRAR doesn't receive the funds back within 30 days, the amount IRAR disbursed may be subject to a reporting on the IRS form 1099-R as a taxable distribution. This may create an additional tax liability for me.

Initial Here: ➔ \_\_\_\_\_ By initialing, I acknowledge that I have read and understand the transaction information above .

## 4. INVESTMENT INFORMATION


<input type="checkbox"/> New Purchase	<input type="checkbox"/> Additional Funding <i>An additional funding occurs when additional funds are sent out for additional percentage of ownership of the note</i>	
Auction Name (example: courthouse, company name, etc.)	Percentage of Ownership	Total Purchase Price
	%	\$
Transaction Type		
<input type="checkbox"/> Tax or Assessment Lien Certificate <input type="checkbox"/> Real Estate <input type="checkbox"/> Other		
Investment Street Address, City, State, Zip (if applicable/known)		

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## 5. DELIVERY INSTRUCTIONS

How Would You Like to Have the Funds Delivered? <i>(check one)</i>			
1. <input type="checkbox"/> Wire			
Bank Name		Bank ABA/Routing Number	
Account Name		Account Number	
Reference Number			
2. <input type="checkbox"/> Check      3. <input type="checkbox"/> Cashier's Check <i>(overnight delivery required)</i>			
Payee Name		Phone Number <i>(required for cashier's check)</i>	
Payee Street Address		City	State      Zip
How Would You Like the Check Delivered?			
<input type="checkbox"/> First Class Mail		<input type="checkbox"/> Overnight Delivery <i>(additional fee applies)</i>	<input type="checkbox"/> Bill to Third Party — Overnight Delivery
<input type="checkbox"/> Mail Check to an Address Different From Payee <i>(enter name below)</i>		<input type="checkbox"/> FedEx <input type="checkbox"/> UPS <i>(provide account #):</i>	
		Phone Number <i>(required for overnight check)</i>	
Street Address		City	State      Zip

## 6. PAYMENT OF IRAR FEES

<b>How Will You Pay for Transaction Fees?</b>			
<i>If credit card is declined, fees will be debited from IRA. Transaction will <b>NOT</b> be processed unless fees are paid.</i>			
<input type="checkbox"/> Debit IRAR Account		<input type="checkbox"/> Credit Card <i>(complete credit card information below)</i>	
Credit Card Type			
<input type="checkbox"/> Visa <input type="checkbox"/> Master Card		<input type="checkbox"/> American Express	<input type="checkbox"/> Discover <input type="checkbox"/> 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
			



IRA RESOURCES, INC.

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7. ACCOUNT OWNER SIGNATURE AND ACKNOWLEDGEMENT

Prior to funding, all transaction documents must be notated "read and approved" with your signature and date (for example: bidder's registration or contract with a third-party).

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 disclosure above.

Table with 2 columns: SIGNATURE and DATE. The SIGNATURE cell contains a right-pointing arrow.

Submission Options

Table with 3 columns: FAX, EMAIL, MAIL. FAX: (858) 459-6565; EMAIL: forms@iraresources.com; MAIL: IRA Resources, 1000 Broadway, Suite 350, Oakland, CA 94607.