Millennium Trust Company

820 Jorie Blvd. Suite 420
Oak Brook, IL 60523
800.618.6177 Telephone
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www.mtrustcompany.com

REAL ESTATE INVESTMENT CHECKLIST

	Use the Real Estate Investment Direction form any time you wish to authorize Millennium Trust to release funds from your account for a real estate investment or payment of expenses related to a real estate investment (escrow deposit, additional funds required per contract, closing costs, real estate taxes and other ongoing expenses).
	Make sure your account is established and funded prior to making an offer to purchase real estate for your IRA. Refer to our Real Estate Investment Direction Timeline explaining the steps to take and estimated timeframes.
	The offer to purchase real estate should be as follows: Millennium Trust Co. LLC Custodian FBO (your name) IRA (specify type: Traditional IRA, Roth IRA, SEP IRA, or Solo 401(k) Plan). Millennium's tax ID and mailing address should be used and can be found on the last page of the Real Estate Investment Direction.
	E-mail or fax a copy of the offer and a completed Real Estate Investment Direction to client services for processing. E-mail alternatives@mtrustcompany.com Fax Attn: ALT INV Client Service 630.472.5969 If paperwork is in good order and account is funded, then funds should be released to the identified escrow agent within 2 business days.
	Personal funds CANNOT be used for earnest money or escrow payment nor can the real estate contract be assigned from you to your IRA.
	Once the offer has been accepted a Millennium Trust client services representative will work with your closing agent to complete the transaction.
	Real estate taxes and any other expenses related to the real estate investment MUST BE PAID from the IRA. Forward all tax bills and invoices directly to Millennium Trust with instructions to pay from IRA funds.
	Use the Millennium Investment Income Deposit Coupon to deposit income generated from your real estate investment or to return escrow funds to your account.
	If you have questions regarding this form or the real estate investment process, please contact our Alternative Investments Client Services department by email: alternatives@mtrustcompany.com or by phone: 800.618.6177

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REAL ESTATE INVESTMENT DIRECTION PURCHASE

A ACCOUNT INFORMATION

Account Owner's Name: ____

Millennium Account No.: ____ Phone No.: ____

E-mail Address: ____

B PROPERTY INFORMATION

1. The offer to purchase should be in the name of **Millennium Trust Company Custodian FBO (your name) (account type).** For example: Traditional IRA, Roth IRA, SEP IRA, SOLO 401(k) Plan.
2. What percentage of ownership will this retirement account have in this property? ____ % If less than 100 percent, the offer to purchase should be in the name of ALL purchasers, including your Millennium Trust account as noted above, and include the percentage of ownership for EACH purchaser (for example: "Millennium Trust Company Custodian FBO (client name) IRA 50%, John Doe, 50% "as tenants in common with undivided interest".)
3. Will this property produce income? ☐ Yes ☐ No If yes, note that all rental payments must be made out to **Millennium Trust Custodian FBO (your name) (account type)** and must be submitted to Millennium with an Investment Payment Deposit Coupon.
4. My account is purchasing this property from ____ and the seller is (check one):
   ☐ A U.S. based entity; ☐ A U.S. citizen; ☐ A foreign citizen or entity

A copy of the legal description of the property must be included with this form.

Property Address: ____

City: ____ County: ____ State: ____ Zip: ____

Property Tax PIN: ____ Estimated Closing Date: ____

Contract Sales Price: $ ____

Closing Agent Name: ____ Title: ____

Phone No.: ____ E-mail Address: ____

Will the property be mortgaged? ☐ Yes ☐ No If yes, provide the lender's information below. (Additional information may be required by Millennium Trust for mortgaged property.)

Lender: ____ Contact Name: ____

Phone No: ____ E-mail Address: ____

Please continue to page two to complete this form.

C PAYMENT INSTRUCTIONS

Purpose of Payment:

☐ Escrow ☐ Add'l Monies per Contract ☐ Contract Upgrades ☐ Final Closing Costs

Payment Amount: $

Payment Type (please select one):

☐ **By Check:** Attn:

Name: Phone No:

Address:

City: State: Zip

☐ Please check here if you would like the check to be sent via overnight mail. (A $25 fee will be charged to your account for **overnight** mailing requests.)

☐ **By Wire:** (Complete below or attach/include wiring instructions.)

Bank Name:

Bank Address:

City: State: Zip:

ABA Routing No.: Bank Account No.:

Name on Bank Account: Further Credit to:

D ACCOUNT OWNER ACKNOWLEDGEMENTS

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE SIGNING THIS REAL ESTATE INVESTMENT DIRECTION FORM.

I direct Millennium Trust Company, LLC (Millennium) to execute the purchase of the above named real estate in my self-directed retirement account (Retirement Account) and release funds as directed, and in doing so I hereby acknowledge and agree to the following representations:

1. *Investment Terms and Risks.* I acknowledge that it is my own responsibility to perform proper due diligence on the real estate investment and that I have consulted with an attorney regarding all matters associated with this real estate transaction. I also acknowledge that this investment may lack liquidity, may lose value, may be speculative and involve a high degree of risk that may result in a complete loss of the investment within my retirement account. I further acknowledge and agree that it is not the responsibility of Millennium to investigate, analyze, monitor, verify title to or otherwise evaluate any investment or to obtain or maintain insurance coverage with respect to any asset or investment purchased by my retirement account. I acknowledge that taxes, required maintenance and expenses are to be paid from my IRA to avoid negative tax consequences. Millennium does not act as a property manager.

2. *Investment Direction.* I have reviewed all documentation related to the real estate investment, have **signed** as "Read and Approved" at the bottom of the first page and have **initialed** each page of the offer to purchase contract.

3. *No Advice; General Indemnification.* I understand that Millennium has not evaluated this investment and I acknowledge I have not received any investment advice from Millennium. I acknowledge that any operational assessment performed by Millennium on the identified real estate investment is solely to determine that the investment is administratively feasible for Millennium under the above-referenced account and review or acceptance of the investment by Millennium in no way should be construed as an endorsement of any investment, investment company or investment strategy. Millennium is neither an agent nor a representative of any investment program or other entity in which or with which I may invest; and any salesperson, promoter, financial advisor, broker or other party involved in the purchase or sale of my investment shall be considered my own agent and representative and not the agent or representative or Millennium. Millennium shall not be responsible for or bound by any representations, warranties, statements or commitments made by such party.

Please continue to page three to complete this form.

D ACCOUNT OWNER ACKNOWLEDGEMENTS CONTINUED

4. *No Prohibited Transactions*. I understand that certain transactions are prohibited under Internal Revenue Code Section 4975 and ERISA. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction or "party in interest" transaction depends on the facts and circumstances surrounding the purchase. I warrant and represent that the offering entity or any affiliate thereof is neither a "party of interest" (as defined in Section 3(14) of ERISA) nor a "disqualified person" (as defined in Section 4975(e)(2) of the Internal Revenue Code), that I have consulted with such advisors as I deemed necessary and appropriate, and have determined among other things, that this investment does not constitute a prohibited transaction as defined in Internal Revenue Code 4975). Neither I, nor a member of my immediate family, are affiliated with the investment directed above and I understand that if in fact that was the case, the transaction could in fact be considered a prohibited transaction. I hereby hold Millennium harmless should the purchase of this investment be deemed a prohibited transaction by the Internal Revenue Service now or in the future.

5. *Unrelated Business Income Tax (UBIT)*. Should the investment be leveraged, I acknowledge that Unrelated Business Income Tax (UBIT) may be triggered on the Unrelated Debt Financed Income (UDFI) and that I must file IRA Form 990T—tax form and direct Millennium to pay the tax for my Retirement Account. I hereby indemnify and hold Millennium harmless for production of the tax form and payment of said tax, or for any damages or penalties if I fail to direct the appropriate payment or fail to have the appropriate information/direction to Millennium.

6. *Ownership of Investment*. The registered owner of the investment is required to be Millennium Trust Company as Custodian for Account Owner's retirement account. To ensure that the investment documentation properly reflects my Retirement Account as the registered owner, I authorize and direct Millennium to execute all necessary investment documentation as Custodian of my Retirement Account and to make any necessary changes and corrections to any investment documents I may have completed and/or executed. To the extent necessary, this authorization shall be considered and function as a limited power of attorney in favor of Millennium.

7. *Tenancy in Common Ownership*. When the Retirement Account is a 'tenant in common' owner of real estate, I agree to provide Millennium with a copy of the property tax bill and will also provide written payment direction for the percentage of taxes due to be paid from the Retirement Account.

8. *Ongoing Representations*. I agree that I will immediately notify Millennium in the event of any of the foregoing representations are no longer true.

MILLENNIUM INVESTMENT REQUIREMENTS

- Account must be established and funded.
- The investment should be registered in the name of Millennium Trust Company Custodian FBO (your name) IRA, under Millennium Trust's Tax ID #36-4400066 (do not use your social security number).
- NO PERSONAL FUNDS MAY BE USED FOR THE INVESTMENT (e.g., escrow or good faith deposit must come from the Retirement Account.)
- A minimum of $2,500 cash reserve must be maintained in your Retirement Account at all times.
- Millennium Trust suggests keeping 50% of Real Estate taxes in reserve in your account.
- Please refer to Millennium's current fee schedule for applicable fees, including those specifically concerning real estate investments.

E ACCOUNT OWNER'S SIGNATURE

I have listed Millennium Trust Company as Custodian for my retirement account as the purchaser and authorize Millennium through this Real Estate Investment Direction to purchase and release funds from my self-directed retirement account held at Millennium. I authorize Millennium to work with the listed closing agent in order to complete this transaction and further authorize and direct Millennium to complete the purchase and release funds to pay all ongoing real estate taxes, insurance premiums, and other expenses associated with the real estate referenced herein. I agree to the above direction, terms, and requirements, and I confirm the representations in paragraphs (1) through (8) above.

Print Name:

Account Owner Signature: ______________________________ Date: