

## When to use this form:

Please use this form for purchases of **new** assets by your IRA / ESA / HSA / SEP / SIMPLE Account. This form can be used to purchase any qualifying asset except precious metals.

\*NOT for purchases with a 401(k) Qualified Plan

## Mail your Directive & Payment to:

CamaPlan  
122 E. Butler Ave, Suite 100  
Ambler, PA 19002

## To complete your Directive:

### 1. COMPLETE AND SIGN THIS FORM

If you are purchasing Real Estate, Notes or Private Placements, fill in the appropriate section.

If your account does not have sufficient funds to make the purchase, please send funds by check, wire, or ACH along with a deposit coupon (available at CamaPlan.com) to CamaPlan. Please contact us for wire instructions. A required account minimum balance must be left in your account after this purchase.

### 2. MAIL THE FORM AND ANY CHECK OR MONEY ORDER TO COVER ALL TRANSACTION FEES TO CAMAPLAN

Refer to the Fee Schedule for a full explanation, or contact us with questions.

## What's next?

You will be notified within 48 business hours of the following:

1. Your transaction paperwork is complete and the purchase will be completed within 48 hours
2. OR your paperwork is incomplete and what other documents or corrections are necessary

Operations@CamaPlan.com  
**(866) 559-4430**

CamaPlan Fax:  
**(973) 302-8622**

	Real Estate	Notes	Private Placement
<b>Prior to Closing</b>	<ul style="list-style-type: none"> <li>• All purchase documents or sales agreement</li> </ul>	<ul style="list-style-type: none"> <li>• Promissory note acknowledgement</li> <li>• Unsecured - Original Note</li> <li>• Secured - Original Note &amp; Security paperwork</li> </ul>	<ul style="list-style-type: none"> <li>• Operating Agreement</li> <li>• Subscription Agreement</li> <li>• Articles of Incorporation</li> </ul>
<b>After Closing</b>	<ul style="list-style-type: none"> <li>• Executed HUD1 closing</li> <li>• Original recorded deed</li> <li>• Hazard/Title insurance policies</li> <li>• All property tax bills and required payments</li> <li>• Payment Authorization Directive</li> </ul>	<ul style="list-style-type: none"> <li>• Original signed note/ recorded mortgage/ assignments etc.</li> <li>• All payments and or payoffs</li> </ul>	<ul style="list-style-type: none"> <li>• Original stock certificates, membership certificates or proof of ownership showing vesting</li> <li>• Amounts of any future capital contributions must come from the IRA account</li> <li>• Account owner may not advance funds on behalf of the account</li> <li>• At the end of each calendar year provide a fair market valuation of the investment</li> </ul>



## 1. Participant Details

Name

Account Number

## 2. Investment Information

Asset Description

Asset Provider Contact Information

Name

Phone

### IRA Ownership price and percentage of the Purchase

Total Purchase Price of investment

\$

Amount to be sent out of account

\$

Percentage of ownership

%

Asset Location

Domestic (United States)

International

### Select one investment option

**Option A - Real Estate**

Is there a deposit?

Yes      Amount \$

No

Is the property to be mortgaged?

Yes

No

**Option B - Notes**

This is a

New Note

Existing Note

Is this a secured note?

Yes

No

Interest rate %

Maturity Date

Payment Amount \$

Monthly

Quarterly

Annually

Will Interest and Principal payments

be split?

Yes

No

**Option C - Private Placement**

(or Structured Settlements)

Type of Private Placement

LLC

Trust

LP

Corporation

Structured Settlement

Other

No. of Shares

Price per share

\$

### 3. Funding the Investment

How would you like CamaPlan to disperse funds from your account?

Select one of the following: (check, wire, or ACH)

Check

Make check payable to:

Street

City

State

Zip

Regular Mail    2 Day\*    Overnight\*

Wire   or    ACH

Wire/ACH Instructions:

Acct Name

Acct Street

Acct City

Acct State

Acct Zip

Bank Name

Routing/ABA No.

Acct No.

\*additional charges apply

### 4. Transaction Fees

How would you like to pay for the transaction fees associated with this asset purchase? Please select one of the following: (your account, check, credit card)

Your Account

Check

Credit Card (call the office)

(Credit card transactions will be assessed a 3.5% service charge.)

(Note: Please refer to the fee schedule on our website or contact customer service at 215-283-2868.)

### 5. Acknowledgement, Authorization & Agreement to Terms

I recognize that this Directive is a legal document that may affect me adversely. Prior to my execution of this Directive, I acknowledge that I was given the opportunity to seek independent legal counsel regarding this Directive. By executing this Directive, I acknowledge that I have reviewed this Directive with independent legal counsel or have knowingly waived my opportunity to do so. Further, I recognize, understand and acknowledge that I have read Directive (including the Asset Purchase Disclaimer & Indemnity on the following pages) and the Asset Purchase Checklist and agree, understand and acknowledge the terms herein/therein. I am executing and delivering this Directive with full knowledge of any and all rights and obligations I may have with respect to the agreements and rights embodied herein and I authorize this Directive.

\_\_\_\_\_  
**Authorizing Purchaser's Signature**

\_\_\_\_\_  
**Date**

## DETACH AND KEEP FOR YOUR RECORDS

### Asset Purchase Disclaimer & Indemnity Agreement

This Disclaimer and Indemnity Agreement is specifically incorporated into and made part of the Asset Purchase Directive (the "Directive") and will confirm our mutual understanding and agreement regarding the proposed investment by your Account in the above named entity. Your account is referred to in this document as the "Account", regardless of whether it is a retirement account under Internal Revenue Code (the "IRC") 401, 408 or 408A, a Coverdell Education Savings Account under IRC 530, or a Health Savings Account under IRC 223, you must sign the Directive and return it to us prior to making an investment.

1. I understand and confirm that I am directing CAMA Self-Directed IRA, LLC ("CamaPlan") to complete this transaction as specified above. I understand that my account with CamaPlan is self-directed, and I take complete responsibility for any investment I choose for my account, including the investment specified in this Asset Purchase Directive. I understand and agree that CamaPlan and/or the Custodian do not sell or endorse any investment products, and that they are not affiliated in any way with any investment provider. I understand that the roles of the Custodian and CamaPlan are limited, and their responsibilities do not include investment selection.
2. I understand that neither the Custodian nor CamaPlan has reviewed or will review the legitimacy, appropriateness or suitability of this investment, and I certify that I have done my own due diligence investigation prior to instructing the Administrator and/or CamaPlan to make this investment for my account. I understand that neither the Custodian nor CamaPlan 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 also understand the Custodian and CamaPlan will not check with the Better Business Bureau or any other governmental or non-governmental agency to see if any complaints have been filed against the investment entity. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.
3. I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4975, which defines certain prohibited transactions and disqualified persons.

I understand that if this investment is an entity and 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. I understand that I am responsible for confirming that no "disqualified person" with respect to my account will benefit from this investment in any way which is prohibited by IRC §4975. I acknowledge that neither the Custodian nor CamaPlan has made or will make any determination as to whether this investment is prohibited. I certify that making this investment will not constitute a prohibited transaction and that it complies with all applicable federal, state, and local laws, regulations and requirements. I assume all responsibility and consequences if this investment becomes a prohibited transaction.
4. I understand that my account is subject to the provisions of IRC §§511-514 relating to Unrelated Business Taxable Income (UBTI) of tax-exempt organizations. I understand and agree that the Custodian and CamaPlan have not provided tax advice regarding the subject of Unrelated Business Income Tax (UBIT) as a result of this investment. I understand that I will be responsible for preparing or having prepared the required IRS Form 990-T tax return and any other documents, including expenses of preparation and filing. I understand and agree that any UBIT owed must come from funds belonging to the Account. In addition all expenses associated with the preparation and filing will be paid by the Account.
5. All vestings to read: CamaPlan FBO (client name) IRA or: CamaPlan FBO (Account #) IRA. Contact information and correct mailing address for this investment should be listed as follows in your records:

CamaPlan  
122 E. Butler Ave, Suite 100  
Ambler, PA 19002  
Phone: 215-283-2868 Fax: 973-302-8622

All notices concerning the investment in the entity should be sent to CamaPlan at the above address, with a copy sent to the owner of the Account. Any questions pertaining to the Account should be referred to CamaPlan.
6. I understand that all payments, income, distributions or payoffs for this investment must be sent to CamaPlan, as the Administrator and Record Keeper, for the benefit of the holder of the Account. Under the Internal Revenue Code, it is not acceptable to send funds directly into the owner of the Account's (or the owner's nominee or designee) personal funds.

7. I understand that funds for all expenses generated to support and maintain the asset in an account needs to come from the Account (example: property taxes, mortgage payments, homeowner association dues).
8. I understand that with some types of accounts there are rules for Required Minimum Distributions ("RMDs") from the Account. If I am now subject to the RMD rules in my Account, or if I will become subject to those rules during the term of this investment, I represent that I have verified either that the investment will provide income or distributions sufficient to cover each RMD, or that there are other assets in my Account or in other accounts that are sufficiently liquid (including cash) from which I will be able to withdraw my RMDs. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn.
9. I understand I am to provide CamaPlan with a year-end fair market value of the Account by January 15th of each year, in a form acceptable to CamaPlan. CamaPlan, acting on behalf of the Custodian, is required to send to the owner of the Account a year end account statement by January 31st each year showing the value as of December 31st of the prior year. This valuation information is also reported to the IRS on Form 5498. The fair market value information is needed in order to complete that reporting.
10. I understand that in the event of a change with the investment ownership, for example, the death of the owner of the account owner, distribution of asset, conversion, or a divorce of the holder of the account, the new account holder will be responsible for change to the title of investment, notifying CamaPlan and providing CamaPlan with updated documents.
11. I understand that the Account is a separate entity and I have no right to sign on behalf of the Account, or to sign for the Custodian or CamaPlan (i.e, the Administrator and/or the Record Keeper). CamaPlan may request that you initial the documents as verification of approval.
12. I understand the owner of the Account may not personally guarantee on behalf of the Account any indebtedness of the investment to a third party nor may the owner of the Account guarantee any indebtedness of the Account to the entity.
13. I understand that in processing this transaction the Custodian and CamaPlan are only acting as my agent. I agree that the Custodian and CamaPlan will not be liable for any investment losses sustained by me or my account as a result of this transaction. I agree to indemnify and hold harmless the Custodian and CamaPlan (as the Administrator and/or Record Keeper) any and all claims, damages, liability, actions, costs, expenses (including reasonable attorneys' fees) and any loss to my account as a result of any action taken in connection with this investment transaction.
14. Because of federal privacy laws, CamaPlan is not able to answer third party inquiries about the Account unless the owner of the Account has filed with CamaPlan an Interested Party Designation or Limited Power of Attorney, with the signature(s) either notarized or Medallion Guaranteed, giving the person making the inquiry authority to obtain information on the Account.
15. I understand that CamaPlan's EIN can only be used for interest or dividend payments. If an EIN is needed for any reason other than dividend or interest payments, I will be required to procure an EIN for my IRA. I also understand my social security number cannot be used for account reporting.
16. I understand that the Custodian and CamaPlan shall have no duty other than to follow my written instructions, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained under any circumstances. By performing services under this Directive, the Custodian and CamaPlan are acting solely as my agent, and nothing in this Directive shall be construed as conferring fiduciary status on the Custodian or on CamaPlan. I agree to indemnify and hold harmless the Custodian and CamaPlan from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorney's fees) and any loss to the Custodial Account, to me or to my beneficiary(ies) as a result of any action taken (or omitted to be taken) pursuant to and/or in connection with any investment transaction directed by me or my investment advisor or resolution from serving as the Custodial or CamaPlan, including without limitation, claims, damages, liability, actions and losses asserted by the me or my beneficiary(ies).
17. I acknowledge and agree that all claims and disputes of every type and nature between or among myself and CamaPlan, including but not limited to claims in contract, tort, common law or alleged statutory violations, shall be submitted to binding arbitration pursuant to all applicable rules of the American Arbitration Association. Additionally, I agree that whether a claim or dispute is subject to arbitration shall be submitted to binding arbitration pursuant to all applicable rules of the American Arbitration Association. I further acknowledge and agree that this Directive (including the Asset Purchase Disclaimer & Indemnity) shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and all proceedings will take place in Montgomery County,

Pennsylvania. Arbitration is final and binding on the parties.

**18.** I HEREBY WAIVE MY RIGHT TO SEEK REMEDIES IN COURT AND WAIVE MY RIGHT TO A JURY TRIAL. I HEREBY FURTHER WAIVE ANY RIGHT I MAY HAVE TO INSTITUTE OR CONDUCT LITIGATION OR ARBITRATION IN ANY OTHER FORUM OR LOCATION, OR BEFORE ANY OTHER BODY, WHETHER INDIVIDUALLY, REPRESENTATIVELY OR IN ANY OTHER CAPACITY.

**19.** In the event I commence an action concerning or relating in any way to this Directive, the prevailing party therein shall be entitled to recover all of his/her/its costs, disbursements and reasonable attorneys', experts', consultants' and witnesses fees, incurred in each and every such action, including without limitation, actions based in contract, tort, common law and/or alleged statutory violations, and any and all appeals or petitions relating thereto.

**20.** I recognize, understand and acknowledge that CamaPlan shall not be liable for any consequential, exemplary, incidental, indirect, or special damages including but not limited to, lost profits and/or lost principal/investments, resulting from any claims or cause of action commenced between or among the parties hereto concerning or relating to this Directive, including but not limited to, the negotiation, interpretation, validity, performance or breach of this Directive. Notwithstanding any other provision of this Directive, and unless a higher limit of liability is expressly provided elsewhere in a provision making reference to this Paragraph, CamaPlan's total aggregate liability for any loss or damage for claims between or among the parties here concerning or relating to the Directive, including but not limited to the negotiation, interpretation, validity, performance or breach of this Directive, shall not exceed the lesser of the annual record-keeping maintenance fees, along with transaction fees, special handling fees and processing fees paid to CamaPlan to date or \$5,000. I hereby release CamaPlan from any liability exceeding such amount.

In the event you read the foregoing Asset Purchase Disclaimer and Indemnity Agreement Nos. 1-20 and do not understand all or part of this document, please seek legal counsel before executing the Directive.