

## When to use this form:

For purchasing new assets with your Qualified Plan.

## To complete your Purchase:

### 1. COMPLETE AND SIGN THIS FORM

### 2. SUBMIT TO CAMAPLAN

- Completed Asset Purchase Directive
- Required documents (see chart below)
  - Must list "CamaPlan FBO (client name) IRA" as the investor.
  - Missing/incomplete documents will delay processing.
- Sufficient Funds for the investment plus your minimum balance requirement\*
- Payment for Fees (must be paid at the time of purchase)\*

\*Refer to our Fee Schedule for a full explanation.

**NOTE: YOUR PURCHASE DIRECTIVE CANNOT BE PROCESSED WITHOUT SUFFICIENT FUNDS FOR THE MINIMUM BALANCE REQUIREMENT.**

For questions regarding your asset purchase, please contact us:

call: (866) 559-4430

or email: [Operations@CamaPlan.com](mailto:Operations@CamaPlan.com)

## Submit your Purchase Package:

- Fax: (973) 302-8622
- Email: [Operations@CamaPlan.com](mailto:Operations@CamaPlan.com)
- Mail: CamaPlan  
122 E. Butler Ave, Suite 100  
Ambler, PA 19002

## What's next?

Upon receipt of all required documents, we will release funds in 2-3 business days.

Expedited release of funds will incur a \$150 Rush Fee.

	Real Estate	Notes	Private Placement
<b>Prior to Closing</b>	<ul style="list-style-type: none"> <li>Initialed Sales Agreement</li> <li>Initialed Closing documents (HUD, deed, affidavits, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>Promissory note acknowledgement (CamaPlan form)</li> <li><u>Unsecured</u> - Original, signed note</li> <li><u>Secured</u> - Copy of 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>Copy of fully executed closing documents</li> <li>Original recorded deed</li> <li>Hazard/Title insurance policies</li> </ul>	<ul style="list-style-type: none"> <li>Secured - Original, signed note &amp; Security paperwork</li> </ul>	<ul style="list-style-type: none"> <li>Copy of fully executed Subscription Agreement</li> <li>Original stock certificate (if issued)</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 (check, wire, or ACH)?

☐ Check

Make check payable to:

Street

City

State

Zip

☐ Regular Mail ☐ 2 Day\* ☐ Overnight\*

\*additional charges apply

☐ Wire or ☐ ACH

Wire/ACH Instructions:

Acct Name

Acct Street

Acct City

Acct State

Acct Zip

Bank Name

Routing/ABA No.

Acct No.

## 4. Transaction Fees

How would you like to pay for the transaction fees associated with this asset purchase?

☐ Payment Method on File

- Entered via the online portal. Payment method can be added by logging in to your portal at [sys.camaplan.com](http://sys.camaplan.com).

(transaction fees continued)

☐ Credit Card (call the office)

☐ Check

☐ CamaPlan Account

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

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

By signing below, I hereby acknowledge having been advised by Record Keeper to seek the advice of independent legal, tax and/or investment counsel prior to executing this Directive. I further acknowledge that Record Keeper did not offer legal, tax or investment advice with respect to the subject matter hereof and it is incumbent upon me to obtain such advice from qualified third parties prior to initiating the Asset Purchase Directive. I understand and agree that I have the sole responsibility for the investment of the assets held within the account established hereunder and compliance with the legal requirements pertinent thereto. I further acknowledge that the only responsibility the Record Keeper has under this directive, or otherwise, is to follow my appropriate written instructions (upon forms supplied by Record Keeper). The Record Keeper is not a fiduciary with respect to me or the subject account and will not determine the suitability of such investment or its compliance with applicable law. I understand and acknowledge that it is my responsibility to determine whether any activity undertaken within the subject account may constitute a Prohibited Transaction pursuant to IRC §4975 and/or may give rise to any tax consequences (e.g.- Unrelated Business Taxable Income, etc.). I hereby release, indemnify and hold Record Keeper harmless from any and all liability of any nature whatsoever that may arise as a consequence of the Record Keeper carrying-out the directives I am providing hereunder.

(continued on page 4)

(acknowledgment continued)

**Arbitration & Venue:** The parties hereto hereby agree that all claims and disputes of every type and nature between or among any or all of them, 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. All proceedings will take place in Montgomery County, PA. Arbitration is final and binding on the parties. The parties hereto hereby waive their right to seek remedies in court, including the right to a jury trial. The parties signing below expressly waive any right they 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. In the event any party hereto commences an action to enforce or interpret any provision of this Agreement, the prevailing party therein shall recover from the non-prevailing party all costs and disbursements incurred therein, including reasonable attorneys' fees. I have read and agree to the Asset Purchase disclaimer and indemnity agreement.

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**Authorizing Purchaser's Signature**

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**Date**

## DETACH AND KEEP FOR YOUR RECORDS

### 6. Asset Purchase Disclaimer & Indemnity Agreement

This Disclaimer and Indemnity Agreement 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 this agreement and return it to us prior to making an investment.

1. I understand and confirm that I am directing CamaPlan LLC, to document this transaction as specified above. I understand that my account with CamaPlan LLC 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 the Custodian, the Administrator and/or the Record-keeper of my account does not sell or endorse any investment products, and that they are not affiliated in any way with any investment provider. I understand that the role of the Record-keeper is limited, and their responsibility does not include investment selection.
2. I understand that neither the Custodian nor the Record-keeper 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 Record-keeper to document this investment for my account. I understand that neither the Custodian, the Administrator and/or the Record-keeper determines 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/or the Record-keeper 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 Record-keeper 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 the Record-keeper 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: Plan Name FBO (your name) 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 the Record Keeper at the above address, with a copy to the Account Owner. Any questions pertaining to the Account should be referred to the Participant and coordinated with the Record Keeper.
6. I understand that all payments, income, dividends, distributions or payoffs for this investment must be sent to the Record Keeper for the benefit of the Account Holder. Under the Internal Revenue Code, it is not acceptable to send funds directly to the Account Owner's (or the Account 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 the Record Keeper with a year-end fair market value of the Account by January 15th of each year, in a form acceptable to the Record Keeper. The Record Keeper, acting on behalf of the Custodian, is required to send the Account Owner a year end account statement by January 31 each year showing the value as of December 31 of the prior year. 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, account owner death, distribution of asset, conversion or divorce the account holder or new account holder will be responsible for change to the title of investment, notifying the Administrator and providing Administrator & Record Keeper with updated documents.
11. I understand that the Account is a separate entity. The Record Keeper may request that you complete the documents as verification of approval of the transaction prior to releasing funds.
12. I understand the Account Owner may not personally guarantee on behalf of the Account any indebtedness of the investment to a third party nor may the Account Owner guarantee any indebtedness of the Account to the entity.
13. I agree that the Record-keeper 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 the 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 the Record Keeper is not able to answer third party inquiries about the Account unless the Account Owner has filed with the Record Keeper an original 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. If an EIN is needed for any reason other than dividend or interest payments I will be required to procure an EIN for my account. I also understand my social security number cannot be used for account reporting. Trustee and TPA will automatically be granted access to account records.
16. I understand the Record Keeper 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 by the account holder under any circumstances. By performing services under this Agreement, the Record Keeper is simply recording transactions, and nothing in this Agreement shall be construed as conferring fiduciary status on the Record Keeper. I agree to indemnify and hold harmless the Record Keeper from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorney's fees) and any loss to the 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 Record Keeper, including without limitation, claims, damages, liability, actions and losses asserted by the me or my beneficiary(ies).
17. I understand this Plan that will allow transfers, purchase and sale of primarily alternative investments for the named plan. I understand vesting should be in the "Plan Name" FBO "plan participant name" as participant. I authorize CamaPlan to provide all record keeping information to the plan trustee and/or the Third Party Administrator(TPA). I understand that I, my trustee, and/or my TPA are responsible for all reporting to federal and state taxing authorities including, but not limited to, contributions, distributions, returns, fair market values(FMV), etc. and CamaPlan is only providing record keeping services. I understand that CamaPlan has no fiduciary responsibility for any investment choices I make. I understand that CamaPlan does not render tax, legal, accounting, investment, or other professional advice. If tax, legal, accounting, investment, or other similar expert assistance is required, the services of a competent professional will be sought.

In the event you read the Asset Purchase Disclaimer and Indemnity Agreement and do not understand all or part of this document, please seek legal counsel before executing the asset purchase.