

# Private Equity Investment Purchase Instructions

## Simply follow the checklist below, and NuView will purchase this investment via your self-directed IRA.

#### **Transaction Tips**

Investments must be at arm's length, not involving disqualified parties referenced in IRS 4975.

Some transactions may generate Unrelated Business Income Tax (UBIT), so consult with the investment sponsor, an investment advisor, and/or tax professional. NuView IRA does not know if and when UBIT applies within this investment, and it cannot be relied upon to provide any specific UBIT information.

### **Submit Documents Via**

**MyNuView Online Portal:** Accounts.NuViewIRA.com

**Email:** PrivateEquity@NuviewTrust.com

**Fax:** 321-926-1156

## Mail:

NuView IRA - Processing Office 280 S. Ronald Reagan Blvd., Suite 200 Longwood, FL 32750 Simply follow the checklist below, read and complete all the documents in this packet, and return to NuView. Funding will be sent within three (3) business days upon receipt of ALL required documents, in good order.

## NuView documents to be completed and submitted:

Private Entity Purchase Authorization

## Supporting documents to be completed and submitted:

- Completed and signed Subscription Agreement, if applicable OR
- Operating/Partnership Agreement, including a schedule of members indicating the IRA's membership

ALL SUPPORTING DOCUMENTS MUST BE INITIALED ON EVERY A PAGE AS READ AND APPROVED OR THEY CANNOT BE PROCESSED

#### Before submitting your transaction, please ensure:

- 1) Your self-directed IRA with NuView has been established
- 2) Your IRA has cleared funds available to make the investment
- 3) All investments have been titled in the name of your IRA: NuView Trust Co. Custodian FBO [Client Name] IRA #
- 4) All instances of "Investor's Address" are: 280 S. Ronald Reagan Blvd., Suite 200, Longwood, FL 32750



## Private Equity Purchase Authorization

Account Number

#### **1** ACCOUNT INFORMATION

	Name	(Your name as it appears in your	plan)
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Mr. Ms. Mrs. Dr.

#### INVESTMENT DETAILS

Type of Entity you are investing in:*	Entity Name					
LLC LP C-Corp Land Trust REIT						
Address City, State, Zip		Phone				
What will the entity issue you for your investment?					Share Class	
Units: #\$/Unit Shares: #\$/Shares: #]		hare	Percentage: #			
*Subchapter S Corporations do not allow IRAs as investors					Total Investment INAV	
*Investing an IRA in a "pass through" entity may cause Unrelated Business Income Tax. For more information, consult your tax professional or review IRS publication 598.						

### **3** FUNDING INSTRUCTIONS Please send the funds for purchase via: WIRE ACH CHECK

For WIRE(\$30) or ACH - Please complete the info below		For CHECK - Please complete the info below		
Bank Name	ABA Routing Number	Make Check Payable To		
Account Holder Name	Account Number	Mail Check To		
Address		Address		
City, State, Zip		City, State, Zip		
For Credit To		Send Check via:   Regular Mail Overnight Mail (\$30)   Certified Check (\$25)		

4	FEES						
How would you like to pay for your fees? (Fees must be paid before transactions can be processed).							
Account (account must have sufficient funds for investment and fees)		Credit Card (complete card info below)					
	Card Type: 🗌 VISA 🗌 MC 🗌 AMEX 🗌 DISCOVER						
	Credit Card Number:	Exp. Date:					
	Billing Address:						
	Signature:						



#### Private Equity Purchase Authorization

#### 5 SIGNATURE AND ACKNOWLEDGEMENT

I confirm that I am directing NuView IRA, Inc., Administrator, to complete this transaction as specified above. I understand that my account is self-directed, and I take complete responsibility for any investment I choose for my account, including the investment specified in this Purchase Authorization. I understand that neither the Administrator nor the Custodian (NuView Trust Company) sells or endorses any investment products, and that they are not affiliated in any way with any investment provider. I understand that neither the Administrator nor the Custodian that the roles of the Administrator and the Custodian are limited, and their responsibility for any tax, legal or investment advice with respect to this investment, and I agree that they will not be liable for any loss which results from my decision to purchase the investment. I understand that neither the Administrator nor the Custodian has reviewed or will review the merits, legitimacy, appropriateness or suitability of this investment, and I certify that I have done my own due diligence investigation prior to instructing the Administrator to make this investment for my account. I understand that neither the Administrator nor the Custodian has reviewed or will review the merits, legitimacy, appropriateness or suitability of this investment, and I certify that I have done my own due diligence investigation prior to instructing the Administrator to make this investment for my account. I understand that neither the Administrator nor the Custodian 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 understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I understand that in processing this transaction the Administrator and the Custodian are only acting as my agent, and nothing will be construed as conferring fiduciary status on either the Administrator or the Custodian. I agree that the Administrator and the Custodian 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 Administrator and the Custodian from 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 or resulting from serving as the Administrator or the Custodian for this investment, including, without limitation, claims, damages, liability, actions and losses asserted by me.

I understand that if this Purchase Authorization and any accompanying documentation are not received as required, or, if received, are unclear in the opinion of the Administrator, or if there is insufficient Undirected Cash in my account to fully comply with my instructions to purchase the investment and to pay all fees, the Administrator may not process this transaction until proper documentation and/or clarification is received, and the Administrator will have no liability for loss of income or appreciation.

I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4975, which defines certain prohibited transactions. I acknowledge that neither the Administrator nor the Custodian has made or will make any determination as to whether this investment is prohibited under §4975 or under any other federal, state or local law. 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 understand that my account is subject to the provisions of IRC §§511-514 relating to Unrelated Business Taxable Income (UBTI) of tax-exempt organizations. If this investment generates UBTI, I understand that I will be responsible for preparing or having prepared the required IRS Form 990-T tax return and any other documents that may be required. I understand that neither the Administrator nor the Custodian makes any determination of whether or not investments in my account generate UBTI.

I understand that the assets in my account are required by the IRS to be valued annually as of the end of each calendar year. I agree to provide the prior year end value of this investment by no later than January 10th of each year on a form provided by the Administrator, with substantiation attached to support the value provided.

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.

I understand that all communication regarding this transaction must be in writing and must be signed by me or by my authorized agent on my behalf, and that no oral modification of my instructions will be valid.

I understand that neither the Administrator nor the Custodian reviews or approves the subscription agreement, operating agreement, by-laws, limited or general partnership agreement, trust agreement or any other similar agreement regarding the purchase or operation of the entity I am instructing the Administrator to invest in for my account via this Purchase Authorization (the "Entity").

I understand 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. I understand that if the Entity becomes a "disqualified person" (as that term is defined in IRC §4975) upon funding, then any future mandatory capital calls may be considered to be a prohibited transaction under IRC §4975. I agree to indemnify and hold harmless the Administrator and the Custodian and their respective officers, directors, shareholders and employees against any liability associated with investing in the 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. 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 represent that I have done my own due diligence on the Entity. I understand that neither the Administrator nor the Custodian makes any attempt to evaluate the Entity or the individuals involved with the Entity. I understand that I am solely responsible for evaluating the Entity, its operations and its investment potential.

I understand that my investment in the Entity may be subject to the Plan Asset Regulations (29 C.F.R. § 2510.3-101) and Interpretive Bulletin 75-2 (29 C.F.R. § 2509.75-2) issued by the U.S. Department of Labor. If these regulations apply to this investment, the Entity is disregarded for purposes of the prohibited transaction rules of IRC §4975, and officers, directors, managers and the like may become fiduciaries of my account. I represent that I understand the Plan Asset Regulations and Interpretive Bulletin 75-2 or I have consulted with competent legal counsel regarding these regulations and their potential application to the Entity prior to making my investment decision.

Custodial accountholder confirms that this purchase or transfer 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 understand that no person at the office of the Administrator or the Custodian has the authority to modify any of the foregoing provisions. I certify that I have examined this Purchase Authorization and any accompanying documents or information, and to the best of my knowledge and belief, it is all true, correct and complete.

As the IRA owner and investor, I agree that NuView IRA (or any of its subsidiaries or continuing entities) has not given any advice on this investment or asset. As the investor, I acknowledge that I have not received any advice from NuView IRA on this investment and most importantly, I have not relied on any statements made by NuView IRA in making this investment decision.

Print Name: \_\_\_\_\_

Signature:

Date: