

# Promissory Note Buy Direction Letter

**NOTE:** All investment paperwork must be titled correctly: **NDIRA, Inc. FBO (Account Owner's Name) IRA**. If you have a 401(k) or beneficiary account, please call our office for correct vesting (titling).

## 1. ACCOUNT INFORMATION

Your Name: (as it appears on your account, not your title or vesting name)	New Direction Account Number:
Account Type: <input type="checkbox"/> Traditional IRA <input type="checkbox"/> Roth IRA <input type="checkbox"/> SEP IRA <input type="checkbox"/> SIMPLE IRA <input type="checkbox"/> Beneficiary IRA <input type="checkbox"/> Individual 401(k)	
Phone Number:	Email Address:

## 2. HOW WOULD YOU LIKE TO PAY FOR THE TRANSACTION? (All fees are due at time of transaction.)

Choose One: <input type="checkbox"/> Your Account <input type="checkbox"/> PayPal <input type="checkbox"/> Credit Card	Credit Card Type: (the following are accepted) <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover Card Number: _____ 3 Digit Security Code: _____ Exp Date: _____ Exact Name on Card: _____ Signature: _____
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## 3. HOW WOULD YOU LIKE US TO PROCESS THE TRANSACTION?

Standard Processing (3 business days)  2nd Day Express (2 business days, \$50 rush fee)  Express Processing (1 business day, \$100 rush fee)

**Please contact your transaction specialist to see if a rush option is possible.**

## 4. HOW WOULD YOU LIKE US TO FUND THE TRANSACTION?

Fund the transaction via:

Wire (fee varies depending on location. Attach wiring instructions.)  Check (\$5 fee applies)  Cashier's Check (\$25 fee applies)

Make check payable to: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Payee Telephone Number (for overnight deliveries) \_\_\_\_\_

Deliver the transaction (funds and paperwork) via:  Standard Mail  Overnight Mail (\$30 fee applies)

## 5. TELL US ABOUT YOUR INVESTMENT

I hereby authorize and direct the Administrator and/or Custodian to BUY the following asset for my account:

Create New Note  Buy Existing Note  Carry Back Note from a Real Estate Sale  Convertible Note  
 Promissory Note Subscription Agreement

Borrower(s) Name(s): (if more than one borrower, include all names)

Borrower's Address:	City:	State:	Zip:
Borrower's Telephone Number:		Borrower's SSN: (SSN is for 1098 tax reporting purposes)	
Percentage of Ownership: %	Dollar Amount to be Funded: \$	Note Amount: (face amount of note) \$	Principal Balance (for existing note) \$
Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Other: _____	Interest Rate:	Payment Amount: \$	<input type="checkbox"/> Amortized <input type="checkbox"/> Interest Only

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## 5. TELL US ABOUT YOUR INVESTMENT (CONTINUED)

Maturity Date: (including extensions)	Is Your Note Secured? <input type="checkbox"/> Yes <input type="checkbox"/> No	Security Document: (include property address if secured by deed or mortgage)
Complete if Investing in a Convertible Note or Subscription Agreement:		
Quantity: (# of notes/shares or % of interest the note will be converted to)	Price: (\$ per notes/share or interest the note will be converted to) \$	Total: (quantity times price) \$
Loan Servicer Name: <input type="checkbox"/> check if none	Phone Number:	Email Address:
Escrow/Title Co./Attorney Name(s): (Entity(ies) responsible for closing the transaction between account and the Seller.) NOTE: Please attach contact information and settlement statement. <input type="checkbox"/> check if none		
Escrow/Title Co./Attorney Phone:	Escrow/Title Co./Attorney Email:	

## 6. AUTHORIZATION

I confirm that I am directing New Direction IRA, Inc., the 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 Buy Direction Letter. I understand that neither the Administrator nor the Custodian (First Trust Company of Onaga) sells or endorses any investment products, and that they are not affiliated in any way with any investment provider. I understand that the roles of the Administrator and the Custodian are limited, and their responsibilities do not include investment selection for my account. I acknowledge that neither the Administrator nor the Custodian has provided or assumed 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 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 Buy Direction Letter 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 and agree that neither the Administrator nor the Custodian bears or assumes any responsibility to notify me or to secure or maintain any fire, casualty, liability or other insurance coverage, including but not limited to title insurance coverage, on this investment or on any property which serves as collateral for this investment. I acknowledge and agree that it is my sole responsibility to decide what insurance is necessary or appropriate for investments in my account, and to direct the Administrator in writing (on a form prescribed by the Administrator) to pay the premiums for any such insurance.

**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.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*Please read the disclosure above the signature line before signing and dating.*

## FOR INTERNAL OFFICE USE ONLY:

Ret To: _____	Bal: _____	<input type="checkbox"/> Sig Check
Cusip: _____	Fee Option and Invoice Cycle: _____	
<input type="checkbox"/> RTN <input type="checkbox"/> TNet T Code: _____	<input type="checkbox"/> FRL <input type="checkbox"/> Scan for Funding	
Admin Fee: \$ _____	Transaction Fee: \$ _____	Payment Fee: \$ _____
Other Fee: \$ _____	Total Fee: \$ _____	
Fund Date: _____	Amount Funded: \$ _____	