

# Convertible Notes **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: Notes@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:

Notes Purchase Authorization

# Supporting documents to be completed and submitted:

- Original Promissory Note and Equity Instrument (signed by the borrower and must include amount, interest rate, payment amount, frequency, and length of loan)
- Copy of Subscription Agreement (if applicable)

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

# Before submiting 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) The name of your lender must be your IRA: NuView Trust Co. Custodian FBO [Client Name] IRA #
- 4) All instances of "Lender's Address" are: 280 S. Ronald Reagan Blvd., Suite 200, Longwood, FL 32750



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1 ACCOUNT INFORMATION						
Name (Your name as it appears in your plan)			Account Number			
□ Mr. □ Ms. □ Mrs. □ Dr						
2 LOAN DETAILS						
What Type of Loan will this be?	Percent of Ownership Note Ar Within IRA?		nount	Dollar	Amount to be Funded	
New Note Existing Note Carry Back from Real Estate Sale*						
Interest Rate Payment Amount Frequency of Payments		Type of Pa	yment		Maturity Date	
Monthly Annually Oth	ually 🗌 Other 🔲 Interes		Only, or 🗌 Amo	ortized		
Borrower Name	I					
*Please also submit a Sell-Direction Letter for Real Estate						
<b>3</b> LOAN COLLATERAL Is this Loan:						
UNSECURED (please read and initial below)						
I acknowledge that this loan is unsecured and is not guaranteed by NuView IRA, Inc or any other party. I acknowledge that NuView IRA, Inc did not recommend this investment nor have they performed any due diligence on this investment or received any compensation from the borrowing entity/individual. I also understand NuView may record keep this note as unsecured based on the collateral type for administrative purposes.						
SECURED (please read, initial below, and include collateral details)						
I understand that NuView IRA, Inc. will not record any collateral arrangements, including, but not limited to mortgages or liens, with any county or governing body. I understand it is my responsibility to ensure proper recording is done regardless of whether funds are sent through a title company/closing agent or directly to the borrower.						
Loan Secured by:			Title Company (for Real Estate Only)			
Real Estate: Property Address			_ Contact:			
Vehicle/Mobile Home: VIN #			_ Phone:			
Other: Describe			_ Email:			
Insurance: I understand it is my responsibility to obtain any necessary insurance coverage on my investment and/or collateral. I understand NuView will not obtain any insurance coverage, including, but not limited to, title, casualty or liability, on my behalf and understand the risks associated with not obtaining adequate insurance coverage.						
4 LOAN SERVICER						
The loan servicer's role is to monitor payments made to the IRA and initiate collection action as needed. NuView IRA, Inc does not service loans or monitor the timeliness of payments made to the IRA.						
Wha will cap ize this lean?						

Who will service this loan?	Account Holder	Third Party (Complete Below)	
Name	Address		Phone Number

5 FUNDING INSTRUCTIONS Please send the funds via: WIRE ACH CHECK TO BE PROVIDED

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)		



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#### 6 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:						

#### 7 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 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 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.

Print Name:

Signature:

Date:

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 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.

I further understand and agree that neither the Administrator nor the Custodian is responsible for notification or payments of any real estate taxes, homeowners association dues, utilities or other charges with respect to this investment unless I specifically direct the Administrator to pay these amounts in writing (on a form prescribed by the Administrator), and sufficient funds are available to pay these amounts from my account. I acknowledge that it is my responsibility to provide to the Administrator or to ensure that the Administrator has received any and all bills for insurance, taxes, homeowners dues, utilities or other amounts due for this investment. Furthermore, I agree that it is my responsibility to determine that payments have been made by reviewing my account statements.

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.

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.

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.

NuView Trust www.nuviewtrust.com

Alternative Asset Custody. Simplified.