

# Real Estate Investment Authorization

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## ITEMS TO COMPLETE AND RETURN VIA FAX OR MAIL (RETAIN COPIES FOR YOUR RECORDS)

- Real Estate Pre-Investment Checklist
- Real Estate Investment Authorization
- Earnest Money Deposit Request
- Property Management Agreement

## EXTRAS

- Real Estate: After You Invest
- Deposit Slips

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**Email to:**  
[alternativeinvestments@columbiaprivatetrust.com](mailto:alternativeinvestments@columbiaprivatetrust.com)  
**Fax to:** 303.614.7051

**Send mail to:**  
Columbia Private Trust  
Processing Center  
1801 California St., Suite 800  
Denver, CO 80202

**Questions?**  
Call 800.962.4238



# Real Estate Pre-Investment Checklist

## IMPORTANT INFORMATION

- You have the ability to nominate a Property Manager using this form. Nominating a property manager is optional. Please validate all expenses related to property management services with the manager.
- Ensure you are using IRA/Plan funds for earnest money deposits.
- If financing your real estate purchase, use a non-recourse loan.
- Please refer to an outside qualified professional for further guidance related to prospective transactions or investments.
- Gather the required documents (see below).  
All documents should reflect the title or owner to be Columbia Private Trust, Custodian, FBO (Client Name), IRA or applicable account type such as Retirement Plan or Solo(k) Plan.

## REQUIRED DOCUMENTS:

Documents Required by Columbia Private Trust	Source of Documents	
	Columbia Private Trust	3 <sup>RD</sup> Party
<b>For all Real Estate Investments:</b>		
• Real Estate Investment Authorization Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Earnest Money Deposit Request (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Conveyance Deed	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Settlement Statement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Escrow Instructions (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Property Manager Agreement (optional)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Loan Documents (applicable for non-recourse loan)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>If a Transfer-In/Rollover:</b>		
• Transfer-in/Rollover Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Property Valuation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Account Statement reflecting the asset (dated within 60 days)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Copy of existing recorded Deed from current custodian	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Proposed Deed with Columbia Private Trust listed as the beneficiary (a Letter of Instruction from the resigning custodian can be used in place of this; contact Columbia Private Trust for more information)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

All documents requiring Columbia Private Trust signature must be signed by the client prior as read and approved.

You can find Columbia Private Trust forms by visiting [ColumbiaPrivateTrust.com/Forms](https://ColumbiaPrivateTrust.com/Forms) or call Client Services for additional assistance at 800.962.4238.

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# Real Estate Investment Authorization

## IMPORTANT INFORMATION

The investment is made by the IRA—not you. All purchase documents should reflect the title or owner as “Columbia Private Trust, Custodian, FBO (Account Owner Name) IRA \_\_\_\_%.” “Retirement Plan” or “Solo(k)” can be substituted where appropriate.

Use this form to initiate a real estate investment through your Columbia Private Trust IRA. All real estate investments are subject to administrative review by Columbia Private Trust.

### SUBMITTERS INFORMATION (if someone other than the account owner):

FIRM SUBMITTING REQUEST	
SUBMITTER NAME	SUBMITTER PRIMARY PHONE NO.

\* Indicates required information.

### 1. ACCOUNT OWNER

ACCOUNT OWNER NAME (FIRST, MI, LAST)*	COLUMBIA PRIVATE TRUST ACCOUNT NO.*
EMAIL ADDRESS*	PRIMARY PHONE NO.*

### 2. INVESTMENT INSTRUCTIONS

I authorize Columbia Private Trust to make:       New Purchase       Exchange       Earnest Money Deposit       Transfer/Rollover\*

**\*If Transfer/Rollover, please complete and submit Transfer/Rollover Request Form**

Select and complete one below:

All cash purchases of \$ \_\_\_\_\_ plus closing costs to be determined

Closing date: \_\_\_\_\_

Financed purchases of \$ \_\_\_\_\_ plus closing costs to be determined. I authorize Columbia Private Trust to sign a promissory note and deed of trust/mortgage to: Lender Name: \_\_\_\_\_ in the amount of \$ \_\_\_\_\_. (If financing, complete Financing Instructions in Section 7.)

Funding Due Date (cannot be guaranteed): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If all relevant transaction documentation is received in good order, funding can be executed within 3 business days.

### 3. PROPERTY INFORMATION

STREET ADDRESS*			
CITY*	COUNTY*	STATE*	POSTAL CODE*
APN OR PROPERTY TAX NO.*	PERCENTAGE OF OWNERSHIP* %	TYPE OF PROPERTY Residential      Land      Commercial	



#### 4. CLOSING AGENT

COMPANY NAME		CONTACT NAME	
STREET ADDRESS			
CITY	COUNTY	STATE	POSTAL CODE
EMAIL ADDRESS		PHONE NO.	

Are you affiliated with or related to the closing agent or the closing agent's company?      Yes      No

Realtor Name(s): \_\_\_\_\_ *Note: Disqualified parties cannot receive commission*

#### 5. FUNDING INSTRUCTIONS

**Check:**

PAYEE NAME		CONTACT PHONE
STREET ADDRESS		
CITY	STATE	POSTAL CODE

**Wire:**

BANK NAME		CONTACT PHONE
BANK ACCOUNT NAME	BANK ACCOUNT NO.	WIRE ROUTING NO.
BANK ACCOUNT OWNER ADDRESS		
REFERENCE		

Contact the receiving bank to verify funding instructions, as incorrect instructions may cause a 2–3 day delay in delivery.

#### 6. DOCUMENT FORWARDING INSTRUCTIONS

If different than address provided in Funding Instructions above

RECIPIENT'S NAME		
STREET ADDRESS		
CITY	STATE	POSTAL CODE

Select one of the delivery options below:

Regular Mail

Overnight delivery (charge my Columbia Private Trust Account)

Overnight delivery (use pre-addressed air bill, included)

Overnight delivery (send via 3rd party billing)      Account No.: \_\_\_\_\_      FedEx      UPS

Email: \_\_\_\_\_

If no box is selected, default will be to overnight documents at the client's expense. Please refer to your fee schedule for details.



**7. FINANCING INSTRUCTIONS (CHECK ONE IF FINANCING)**

Property Manager will make note payments. (Complete a Property Management Agreement form.)

I agree to submit an Expense Payment form to set up an automatic payment for my loan, upon closing.

LENDER NAME	LOAN NO.	
STREET ADDRESS		
CITY	STATE	POSTAL CODE
LENDER CONTACT EMAIL	LENDER CONTACT PHONE NO.	



**8. ACKNOWLEDGMENT & SIGNATURE**

1. I understand, acknowledge and agree that I am responsible, and Columbia Private Trust and its related entities are not responsible, for selecting and reviewing the above investment and for determining the suitability, nature, value, risk, safety and merits of the investment that I authorize and direct Columbia Private Trust to make for my Columbia Private Trust Account ("Account").
2. I verify that I have received and read all pertinent information relating to the investment(s) named herein (i.e. real estate contract, title report, closing documents, etc.). I verify that (i) I am capable of evaluating the investment characteristics and risks of the investment independently, or have relied on an investment professional with knowledge and experience related to investments of the type described above; and (ii) I am not relying on the Custodian for any advice or recommendation in evaluating the investment. I also verify that I agree to be bound by the terms of the Custodial Account Agreement, which I agreed to together with Columbia Bank, through its division, Columbia Private Trust, as the Custodian of record. I acknowledge that the terms of the Custodial Agreement are incorporated herein by reference, except that where the terms of this Real Estate Investment Authorization conflict with the terms of the Custodial Agreement, the terms of this Real Estate Investment Authorization shall control.
3. I understand that Columbia Private Trust and its related entities are not related to or affiliated with the management or selling agent(s) of the investment(s) purchased for my Account. I acknowledge that Columbia Private Trust has not reviewed, recommended or commented on the investment merits, risks, suitability or management of the asset(s) I have selected and I authorize Columbia Private Trust to process this transaction. I also understand and agree that Columbia Private Trust and its related entities will not be responsible to take any action, or have any other obligation or liability, should the investment noted herein become subject to default, including fraud, insolvency, bankruptcy, or other court order or legal process.
4. I understand all the routine real estate expenses (e.g., tax bills, insurance premiums, homeowner's association payments, loan payments, and utility bills) will automatically be paid from my account upon receipt. Sufficient funds must be held in my uninvested cash account to make the required payment at least 14 days prior to payment due date. If funds are not available, I will be responsible for any interest or penalties incurred. Invoices for nonroutine expenses (e.g., repairs and improvements) require specific Account Owner authorization prior to payment from the account. I agree that it is my responsibility to monitor my account activity to ensure all necessary expense payments have been processed.
5. I have consulted my own attorney and hereby represent that Columbia Private Trust may hold title to this property. I hereby represent to Columbia Private Trust that I understand the risks involved with this investment, specifically, that there may be liability above and beyond the amount of the investment in the property (e.g., ad valorem property taxes on the property or liability arising under Environment Laws). The losses will include any losses caused by, or arising out of, the presence, on or about the Property, of any Hazardous Substances, or any person or entity complying or failing to comply with any Environment Law. The term "Environmental Law" means any law, rule, regulation, or ordinance relating to protection of the environment or human health. The term "Hazardous Substance" means any substance defined as hazardous or toxic, or otherwise regulated by any Environmental Law.
6. I have made arrangements with the property manager designated in the Property Management Agreement. Columbia Private Trust will not be responsible for errors and omissions in the management agreement or for any actions taken by the Property Manager.
7. **Prohibited Transactions.** I represent that the above investment is not a prohibited transaction, as defined in the Internal Revenue Code Section 4975. If I, a family member or another disqualified person am/is an officer of, or has an ownership interest in the property in which I am investing, I represent that I have consulted my tax advisor prior to submitting my investment instructions.
8. I acknowledge that this investment is not insured by the FDIC, is not an obligation of or guaranteed by Columbia Private Trust and is subject to risk, including the possible loss of principal.
9. I understand that I am responsible for ensuring that any documents relating to any investment are signed, recorded, genuine, legally enforceable and/or sufficient to give rise to a legal interest. I understand that Columbia Private Trust will request confirmation of purchase as part of its role as custodian of my Account. I also understand and agree that if I do not provide documentation necessary to confirm this investment, Columbia Private Trust may resign as custodian of the asset(s), which may be a tax reportable event.
10. I acknowledge that I have received, understand, and agree to Columbia Private Trust's Valuation Reporting Policy as outlined in the Custodial Agreement. I understand that I must provide a real estate valuation annually for property held in my account(s). Such annual valuation may be in the form of a comparative market analysis or other source deemed to be acceptable by Columbia Private Trust. If I do not provide a value annually, Columbia Private Trust may obtain one through an independent third-party and charge my Account. In the event a value is not provided or obtained, I agree that Columbia Private Trust may distribute the property to me at the last reported value, which is taxable event. I elect to make the following option below, if an option is not selected, Columbia Private Trust may default to obtaining a value and charging my account as outlined in the Fee Schedule.
  - I agree to use Columbia Private Trust valuation service provider to obtain value.
  - I agree to provide a value on an annual basis.
11. The independent firm engaged by Columbia Private Trust, as well as some of the valuation sources such as third-party valuation websites, utilize automated valuation models (AVMs) to derive a value. AVMs use statistically based computer programs that use real estate information such as comparable sales, property characteristics, and price trends to provide a current estimate of market value for a specific property. For individuals who are required to take mandatory distributions (RMDs) from an IRA or retirement account, I agree to seek guidance from my tax professional/advisor about how that estimated value from the AVM may impact your RMD calculation, and that I may need to adjust my calculation.
12. I understand, acknowledge and agree that any dispute regarding this investment shall be handled pursuant to the terms of the Custodial Agreement. I understand that the prevailing party shall be entitled to recover all legal fees, reasonable costs and expenses and that these shall be in addition to any award of damage or any other relief to which the prevailing party is entitled.
13. I agree to release, indemnify, defend, and hold Columbia Private Trust and its related entities harmless from any claims arising out of processing this investment authorization including any damages, fees (including legal fees), costs or expenses arising therefrom.

ACCOUNT OWNER SIGNATURE	DATE (REQUIRED)
ACCOUNT OWNER NAME	ACCOUNT NO.
PROPERTY ADDRESS	PURCHASE AMOUNT \$

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 1801 California St., Suite 800  
 Denver, CO 80202

**Questions?**  
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# Earnest Money Deposit Request

## IMPORTANT INFORMATION

Use this form to provide instructions for initiating earnest money deposits from your IRA. Please refer to the instructions and acknowledgments on the next page of this form. The following documents should be submitted with this form:

- Real Estate Investment Authorization Form
- Purchase Contract

### SUBMITTERS INFORMATION (if someone other than the account owner):

FIRM SUBMITTING REQUEST	
SUBMITTER NAME	SUBMITTER PRIMARY PHONE NO.

### 1. ACCOUNT OWNER

ACCOUNT OWNER NAME (FIRST, MI, LAST)	COLUMBIA PRIVATE TRUST ACCOUNT NO.
EMAIL ADDRESS	PRIMARY PHONE NO.

### 2. PURCHASE CONTRACT

Buyer's name on Purchase Contract should read:

Columbia Private Trust, Custodian, FBO	ACCOUNT OWNER OR PLAN NAME	IRA/PLAN OWNERSHIP	%
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Earnest Money Funding Due Date (cannot be guaranteed): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### 3. INVESTMENT INSTRUCTIONS

I hereby instruct Columbia Private Trust to issue a check/wire for earnest money in the amount of \$ \_\_\_\_\_  
 The above requested amount is to be held in escrow for the purchase of the property listed below:

PROPERTY ADDRESS		
PAYEE NAME		
STREET ADDRESS		
CITY	STATE	POSTAL CODE

Select and complete one below:

- Check
- Wire (Please complete wire instructions below or attach to this form.)



### 3. INVESTMENT INSTRUCTIONS (CONTINUED)

BANK NAME	ABA NO. OR WIRE ROUTING NO.
BANK ACCOUNT NAME	BANK ACCOUNT NO.
REFERENCE	

Contact the receiving bank to verify, as incorrect instructions may cause a delay in delivery.

### 4. DOCUMENT FORWARDING INSTRUCTIONS

If different than address provided in Funding Instructions above

RECIPIENT'S NAME		
STREET ADDRESS		
CITY	STATE	POSTAL CODE

Select one of the delivery options below:

Regular Mail

Overnight delivery (charge my Columbia Private Trust Account)

Overnight delivery (use pre-addressed air bill, included)

Overnight delivery (send via 3rd party billing) Account No.: \_\_\_\_\_ FedEx UPS

Email: \_\_\_\_\_

If no box is selected, default will be to overnight documents at the client's expense. Please refer to your fee schedule for details.

### 5. ACKNOWLEDGMENTS

I understand said property has not yet been deemed administratively feasible by Columbia Private Trust and its purchase is subject to that determination. I further understand:

1. Earnest money must be sent from the retirement plan for the portion of the property listed above to be held in the retirement plan.
2. Any funds not used toward the purchase of property must be returned to my retirement plan.
3. Any income generated by the property must be received by the retirement plan and any expenses incurred from the property must be paid for by the retirement plan.
4. All sale proceeds from the property must be returned directly to the retirement plan.
5. If I do not provide a value annually, my custodian may obtain one and charge my Columbia Private Trust account.

	ACCOUNT OWNER OR DESIGNATED ACCOUNT REPRESENTATIVE SIGNATURE	DATE (REQUIRED)
	ACCOUNT OWNER NAME (PRINTED)	ACCOUNT NO.

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# Property Management Agreement

## IMPORTANT INFORMATION

Having a property manager is optional. This form is not required if you are providing your own Property Management Agreement.

### 1. PROPERTY ADDRESS

STREET ADDRESS			
CITY	COUNTY	STATE	POSTAL CODE

### 2. PROPERTY MANAGER INFORMATION

PROPERTY MANAGER COMPANY		CONTACT NAME
STREET ADDRESS		
CITY	STATE	POSTAL CODE
EMAIL ADDRESS		PHONE NO.

### 3. RECITALS & AGREEMENTS

The Account Owner appoints Property Manager (PM) to provide the services listed in this agreement and the PM accepts such appointment. The Account Owner and PM agree that he/she is the PM of the Account Owner, and not of Columbia Private Trust. The Account Owner acknowledges that Columbia Private Trust has not advised he/she with respect to the selection of a Property Manager, and agrees that he/she has sole responsibility, and not Columbia Private Trust, for the selection, retention, termination and monitoring of the PM. The Account Owner and PM agree that Columbia Private Trust has a limited role in its capacity as the Plan's directed custodian and hereby agree that Columbia Private Trust is not responsible for any of the Property Manager's duties or for the enforcement of this agreement. Account Owner hereby designates the individual or entity identified above as Property Manager for the property identified on this form. By signing below, Account Owner and Property Manager, agree to and acknowledge the following:

1. The Property Manager is a third party to this transaction (i.e., not the Account Owner or renter).
2. A spouse or other disqualified person, appointed as Property Manager, will not be compensated for managing the property.
3. The Property Manager agrees to comply with all local, state and federal property management laws while acting as Property Manager.
4. The Property Manager will send all payments received to Columbia Private Trust for deposit into Account Owner's retirement plan.
5. The Property Manager will retain records for all parties. Records include but are not limited to: rental payment history (funds received from renters and any funds dispersed by the Property Manager to cover expenses), bank statements, and rental/lease agreements. Upon request the Property Manager will provide a full accounting of these records to the Account Owner or Columbia Private Trust.
6. The Property Manager will provide notification to Columbia Private Trust and Account Owner in the event of default by a renter, and take all necessary actions to correct a default and coordinate eviction proceedings as directed and approved by the Account Owner.
7. The Property Manager will contact billing parties to ensure bills are forwarded to the address of the Property Manager.
8. The Property Manager will ensure all expenses related to the property are paid according to the percentage of ownership.
9. Columbia Private Trust reserves the right to require supporting documentation for any request.

**SIGNATURES REQUIRED >>>**



3. RECITALS & AGREEMENTS (CONTINUED)

	PROPERTY MANAGER SIGNATURE	DATE (REQUIRED)
	ACCOUNT OWNER SIGNATURE	DATE (REQUIRED)
	ACCOUNT OWNER NAME (PRINTED)	ACCOUNT NO.

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# Real Estate: After You Invest

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## PROPERTY MAINTENANCE

- You are not required to appoint a Property Manager. If you choose not to appoint one, please ensure all expenses—anything your property needs, from repairs on broken windows to leaky faucets—and all income flow through your Columbia Private Trust account. Expenses should not be paid out of personal funds, so be sure to maintain enough cash in your IRA/Plan account to manage these costs.
- To ensure accurate recording of all income for the property, please have all income sent to Columbia Private Trust with a Deposit Slip. This is very important when a renter is making payments directly to your account.
- Property Managers will be able to authorize Columbia Private Trust to pay expenses under \$5,000 with documentation (bills, estimates, etc.), excluding property management advances.
- Columbia Private Trust will pay all mandatory bills that we receive, regardless of whether you appoint a Property Manager for your real estate investment. Examples of mandatory bills: property taxes, insurance, utilities, homeowner association (HOA) dues, loan payments, etc. (Optional bills include, but are not limited to: property management advances, maintenance bills, improvement costs and attorney fees.)
- Tax bills of \$5,000 or less received by Columbia Private Trust will be paid in full by the first installment date.
- All expenses related to your investment should be paid according to the percentage of ownership.
- Please work with your tax advisor to ensure all taxes related to Unrelated Debt-Financed Income (UDFI) and Unrelated Business Taxable Income (UBTI) are paid accordingly by the IRA/Plan, if applicable.
- Columbia Private Trust does not monitor real estate investment expenses. As a reminder, it is the client's responsibility to protect the real estate property and to monitor the investments in their account.

## PROPERTY MAINTENANCE

For additional information, see IRC Section 4975 and IRS Publication 590-B.

To learn more about making a real estate transaction, please visit [ColumbiaPrivateTrust.com](https://ColumbiaPrivateTrust.com) or call us at 800.962.4238.





Make checks payable to Columbia Private Trust, Custodian, FBO (client's name), IRA (or Solo(k) if applicable).

**FOR ONE CHECK, MULTIPLE ACCOUNTS**

CHECK NUMBER: \_\_\_\_\_ TOTAL CHECK AMOUNT: \_\_\_\_\_

To be applied to the following accounts and/or assets:

1. Client Name: \_\_\_\_\_ Amount Towards Acct: \$ \_\_\_\_\_

Property Address: \_\_\_\_\_

Payment Type: Rent Proceeds from Sale

Other (Please Explain): \_\_\_\_\_

Columbia Private Trust Account Number

Asset ID

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2. Client Name: \_\_\_\_\_ Amount Towards Acct: \$ \_\_\_\_\_

Property Address: \_\_\_\_\_

Payment Type: Rent Proceeds from Sale

Other (Please Explain): \_\_\_\_\_

Columbia Private Trust Account Number

Asset ID

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3. Client Name: \_\_\_\_\_ Amount Towards Acct: \$ \_\_\_\_\_

Property Address: \_\_\_\_\_

Payment Type: Rent Proceeds from Sale

Other (Please Explain): \_\_\_\_\_

Columbia Private Trust Account Number

Asset ID

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4. Client Name: \_\_\_\_\_ Amount Towards Acct: \$ \_\_\_\_\_

Property Address: \_\_\_\_\_

Payment Type: Rent Proceeds from Sale

Other (Please Explain): \_\_\_\_\_

Columbia Private Trust Account Number

Asset ID

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Send checks to:  
Columbia Private Trust  
Processing Center  
P.O. Box 981012  
Boston, MA 02298

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