

# Real Estate Investment Authorization Kit

## Items to complete and return via fax or mail (retain copies for your records)

- [Real Estate Pre-Investment Checklist](#)
- [Real Estate: Before You Invest](#)

## Forms

- [Real Estate Investment Authorization](#)
- [Earnest Money Deposit Request](#)
- [Property Management Agreement](#)




## Extras









- [Real Estate: After You Invest](#)
- [Deposit Slips](#)

# Real Estate Pre-Investment Checklist

Gather the documents listed below and submit to PENSCO Trust Company (PENSCO). All documents should reflect the title or owner to be PENSCO Trust Company, LLC Custodian FBO (your name), IRA \_\_\_\_% (indicating the % of ownership.) **Note:** Submitting incomplete documents will delay the funding process. Please ensure sufficient funds exist in your IRA to cover your investment, minimum cash requirement and property expenses.

## Required Documents for Closing

TO MAKE AN INITIAL EARNEST MONEY DEPOSIT		
<input type="checkbox"/> Real Estate Investment Authorization form		Complete in full, sign and date.
<input type="checkbox"/> Purchase Contract SIGN READ & APPROVED		In the name of PENSCO Trust Company, LLC, Custodian FBO (Client Name) IRA ____%; sign "Read & Approved" on each page by the Account Owner.
<input type="checkbox"/> Earnest Money Deposit Request		IRA funds must be used for earnest money deposits.

FOR CLOSING		
<input type="checkbox"/> Real Estate Investment Authorization form		Complete in full, sign and date.
<input type="checkbox"/> Proposed Copy of Conveyance Deed		The owner's name on the Deed should read: PENSCO Trust Company, LLC Custodian FBO (Client Name), IRA ____%. For owner's address, please use P.O. Box 173859, Denver, CO 80217.
<input type="checkbox"/> Preliminary Owner's Title Report		Must be dated within 90 days. The proposed insured should read: PENSCO Trust Company, LLC Custodian FBO (Client Name), IRA ____%.
<input type="checkbox"/> Settlement Statement SIGN READ & APPROVED		Signed by the Account Owner.
<input type="checkbox"/> Escrow Instructions SIGN READ & APPROVED		If applicable.
<input type="checkbox"/> Property Manager Agreement SIGN READ & APPROVED		Please use for all income producing properties.
<input type="checkbox"/> Loan Documents* SIGN READ & APPROVED		If applicable for non-recourse loan.
<input type="checkbox"/> Deed and Title Policy		If the real estate property is a transfer/rollover from another custodian.

### SOURCE OF DOCUMENTS

 = PENSCO     =Third Party

\*Any financing obtained must be non-recourse to the account, with no personal guarantee by the account holder. Financing might require you, the account holder, to report Unrelated Debt Financed Income (UDFI) on IRS Form 990T. Contact your CPA or tax professional for assistance completing these forms.

## Real Estate: Before You Invest

When it's time to purchase an asset for your account, we're here to guide you through the process. But first, we want to make sure you're aware of some important information.

### Commonly Missed Third Party Documents to Include

In addition to PENSCO's Real Estate Investment Authorization form, the following documents are required to ensure your transaction goes smoothly, that the vesting is listed properly, and that the property is not being purchased from a disqualified person\*:

- Proposed Conveyance Deed
- Preliminary Title Report
- Settlement Statement
- Purchase Contract
- Property Management Agreement (if appointing a PM)

### Financing Your Real Estate Purchase

Keep the following guidelines in mind when submitting your request:

- Loan must be a non-recourse loan listing the retirement account as the borrower
- Provide the loan and escrow documents with your "Read & Approved" signature
- If more than one disqualified person will be purchasing the property, the transaction will be prohibited from financing

### Percentage of Ownership Reflected on Purchase Documents

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

### Prohibited Transactions

Broker cannot get a commission if he/she is a disqualified person.

### Purchasing Property from/Renting to a Disqualified Person (Under IRC Section 4975)

Purchasing property from or renting to a disqualified person is a prohibited transaction that can lead to potential tax consequences for the Account Owner.

### Additional Resources

- For more information on prohibited transactions and disqualified persons, please review [IRC Section 4975](#) and [IRS Publication 590-B](#).

# Real Estate Investment Authorization

## INSTRUCTIONS

Use this form to initiate a real estate investment through your PENSCO Trust Company (PENSCO) IRA. All real estate investments are subject to administrative review by PENSCO.

### 1. ACCOUNT OWNER INFORMATION

Name (first, mi, last)

PENSCO Account No.

Primary Phone Type:  Cell  Home  Business

Email Address

### 2. INVESTMENT INSTRUCTIONS

I authorize PENSCO to make (select one):  New Purchase  Exchange  Earnest Money Deposit  Transfer/Rollover\*

(\*If selecting "Transfer/Rollover", please complete and submit Transfer/Rollover Request Form.) If this is a new purchase, select and fill in the information below:

All cash purchases of \$ \_\_\_\_\_, plus closing costs to be determined. **Closing Date:** \_\_\_\_\_.

Financed purchases with a down payment of \$ \_\_\_\_\_ and I authorize PENSCO 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.)

### 3. PROPERTY INFORMATION

Street Address

City

County

State

Postal Code

APN or Property Tax No.

Percentage of Ownership held by Retirement Plan

%

### 4. CLOSING AGENT

Company Name

Contact Name (first, last)

Street Address

City

State

Postal Code

Phone

Fax

Email Address

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## 5. FUNDING INSTRUCTIONS

---

Payee Name

---

Street Address

---

City

---

State

---

Postal Code

---

Primary Phone

---

Other Phone

Select method:  Check  Wire

Please write or type wire instructions below. **Submitting incomplete information or attaching instructions separately will delay funding**, as additional verification will be needed.

---

Bank Name

---

ABA No.

---

Bank Account Name

---

Bank Account No.

---

Ref No.

---

## 6. DOCUMENT FORWARDING INSTRUCTIONS

Use the address provided for the Closing Agent in Section 4.  Other (please fill in the fields below.)

---

Recipient's Name

---

Street Address

---

City

---

State

---

Postal Code

**Select one of the delivery options below:**

- Regular mail
- Overnight delivery (charge my PENSICO account)
- Overnight delivery (use pre-addressed airbill, 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.

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## 7. FINANCING INSTRUCTIONS (Check one if financing)

- Property Manager will make note payments. (Please complete attached **Property Management Agreement** form)
- Upon closing, I will submit an **Expense Payment Form** to set up an automatic payment for my loan.

---

Lender Name

---

Loan No.

---

Street Address

---

City

---

State

---

Postal Code

---

Phone

## 8. ACKNOWLEDGMENT & SIGNATURE

1. I understand that I am responsible, and PENSCO and its related entities are not responsible, for selecting and reviewing the above investment(s) and for determining the suitability, nature, value, risk, safety and merits of the investment that I authorize PENSCO to make for my Account.
2. I understand that PENSCO and its related entities are not related to or affiliated with the management or selling agent(s) of the investment(s) that I have directed PENSCO to purchase for my account. I acknowledge that PENSCO has not reviewed, recommended or commented on the investment merits, risks, suitability or management of the asset(s) I have selected and I authorize PENSCO to process this transaction. I therefore agree to release, indemnify, defend, and hold PENSCO and its related entities harmless from any claims arising out of making such investment. I also understand and agree that PENSCO and its related entities will not be responsible to take any action should the investment noted herein become subject to default, including fraud, insolvency, bankruptcy, or other court order or legal process.
3. I agree that any dispute regarding this investment shall be submitted to binding arbitration pursuant to the Commercial Rules of the American Arbitration Association and 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.
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 non-routine 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 PENSCO may hold title to this property. I hereby represent to PENSCO 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. PENSCO will not be responsible for errors and omissions in the management agreement or for any actions taken by the Property Manager.
7. I represent that the above investment is not a prohibited transaction, as defined in the Internal Revenue Code and Department of Labor regulations.
8. I acknowledge that this investment is not insured by the FDIC, is not an obligation of or guaranteed by PENSCO 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 acknowledge that PENSCO shall have no duty or responsibility to take such actions and that if this documentation is not provided to PENSCO in a timely manner, my investment could be issued to me as a distribution.
10. I agree that this Real Estate Investment Authorization is further subject to all the terms and conditions of the Custodial Agreement.
- 11. I understand that I must provide a real estate appraisal for any real estate transaction request I submit that will result in a taxable event (e.g., distribution). I also acknowledge that on an annual basis, I will be asked to provide an updated valuation for each real estate investment within my account(s). Such annual valuation may be in the form of a comparative market analysis or other source deemed to be acceptable by the Custodian.**

Account Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

Account No. \_\_\_\_\_

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

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

Purchase Amount: \$ \_\_\_\_\_

PENSCO Trust Company performs the duties of an independent custodian of assets for self-directed individual and business retirement accounts and does not provide investment advice, sell investments or offer any tax or legal advice. Clients or potential clients are advised to perform their own due diligence in choosing any investment opportunity as well as selecting any professional to assist them with an investment opportunity. Alternative investments are not FDIC insured and are subject to risk, including loss of principal.

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

Upload forms to:  
[www.pensco.com/upload](http://www.pensco.com/upload)

Fax to: 303-614-7036

Send mail to:  
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P.O. Box 173859  
Denver, CO 80217-3859

For express deliveries:  
PENSCO  
1560 Broadway, Suite 400  
Denver, CO 80202-3331

Questions?  
Call 800-962-4238  
[clients@pensco.com](mailto:clients@pensco.com)

# Earnest Money Deposit Request

## INSTRUCTIONS

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. **Please also submit the following documents along with your request:**

- Real Estate Investment Authorization form
- Purchase Contract

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## 1. PURCHASE CONTRACT

Buyer's name on Purchase Contract should read:

PENSCO Trust Company, LLC Custodian FBO \_\_\_\_\_ IRA \_\_\_\_\_%.  
(Client Name)

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## 2. FUNDING INSTRUCTIONS

I hereby instruct PENSCO Trust Company 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 (write property address below):

\_\_\_\_\_

Payee Name

Street Address

City

State

Country

Postal Code

Select one of the following funding options:

Check

Wire

Please write or type wire instructions below. **Submitting incomplete information or attaching instructions separately will delay funding,** as additional verification will be needed.

Bank Name

ABA No.

Bank Account Name

Bank Account No.

Ref. No.

### 3. DOCUMENT FORWARDING INSTRUCTIONS

- Use the address provided in the Funding Instructions above
- Use other contact and address information on the next page

Recipient's Name

Street Address

City

State

Postal Code

Select shipping method:

- Regular Mail
- Overnight (charge my PENSCO Account)
- Overnight (use pre-addressed air bill, included)
- Overnight (send via 3rd party billing) Account No.: \_\_\_\_\_  FedEx  UPS

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

### 4. ACKNOWLEDGMENTS

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

- Earnest money must be sent from the retirement plan for the portion of the property listed above to be held in the retirement plan.
- Any funds not used toward the purchase of property must be returned to my retirement plan.
- 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.
- All sale proceeds from the property must be returned directly to the retirement plan.



Account Owner Signature

Date (required)

Account Owner Name (Print): \_\_\_\_\_ Account No: \_\_\_\_\_

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# Property Management Agreement

**Note:** 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: \_\_\_\_\_  
 Phone: \_\_\_\_\_ EmailAddress: \_\_\_\_\_

## 3. RECITALS & AGREEMENT

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 PENSCO Trust Company, LLC (PENSCO). The Account Owner acknowledges that PENSCO has not advised he/she with respect to the selection of a Property Manager, and agrees that he/she has sole responsibility, and not PENSCO, for the selection, retention, termination and monitoring of the PM. The Account Owner and PM agree that PENSCO has a limited role in its capacity as the Plan's directed custodian and hereby agree that PENSCO 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 below as Property Manager for the property identified on this form. By signing below, Account Owner and Property Manager, agree to and acknowledge the following:

- The Property Manager is a third party to this transaction (i.e., not the Account Owner or renter).
- A spouse or other disqualified person, appointed as Property Manager, will not be compensated for managing the property.
- The Property Manager agrees to comply with all local, state and federal property management laws while acting as Property Manager.
- The Property Manager will send all payments received to PENSCO for deposit into Account Owner's retirement plan.
- 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 PENSCO.
- The Property Manager will provide notification to PENSCO 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.
- The Property Manager will contact billing parties to ensure bills are forwarded to the address of the Property Manager.
- The Property Manager will ensure all expenses related to the property are paid according to the percentage of ownership.
- PENSCO reserves the right to require supporting documentation for any request.

\_\_\_\_\_  
**Property Manager Signature**

\_\_\_\_\_  
**Date (required)**

\_\_\_\_\_  
**Account Owner Signature**

\_\_\_\_\_  
**Date (required)**

Account Owner Name (Print): \_\_\_\_\_ Account No: \_\_\_\_\_

**INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE**

**Upload forms to:**  
[www.pensco.com/upload](http://www.pensco.com/upload)  
**Email:** [realestate@pensco.com](mailto:realestate@pensco.com)  
**Fax:** 303-614-7036

**Send mail to:**  
 PENSCO  
 P.O. Box 173859  
 Denver, CO 80217-3859

**For express deliveries:**  
 PENSCO  
 1560 Broadway, Suite 400  
 Denver, CO 80202-3331

**Questions?**  
**Call 800-962-4238**

# Real Estate: After You Invest

## Property Maintenance

- The Account Owner must take a “Hands Off” approach to property maintenance and might consider hiring a third/disinterested party such as the Property Manager. The Property Manager must oversee all aspects of maintenance, from ensuring the payment of bills, to arranging for improvements and remodels. Account Owners who are discovered to be involved with any of these activities could be subject to significant penalties.
- You are not required to appoint a Property Manager. If you choose not to appoint one then please ensure all expenses — anything your property needs, from repairs on broken windows to leaky faucets — and all income flow through your PENSCO account. Expenses should not be paid out of personal funds, so be sure to maintain enough cash in your IRA account to manage these costs.
- To ensure accurate recording of all income for the property, please have all income sent to PENSCO 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 PENSCO to pay expenses under \$5,000 with documentation (bills, estimates, etc.), excluding property management advances.
- PENSCO 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 PENSCO will be paid in full by the first installment date.
- If you do not wish for PENSCO to pay mandatory bills from your IRA/Plan, you will need to contact the bill issuers to update your preferred billing address.
- All expenses related to your investment should be paid according to the percentage of ownership. To request an expense payment from your account, please login to your account. Visit the “Submit Documents” tab and select “Expense Payment Real Estate” to submit your expenses. Please have all invoices ready to upload with your expense request. (To register for online access to your PENSCO account, visit [www.pensco.com/register](http://www.pensco.com/register)). The IRA is the legal owner of the property so any legal agreements or transactions that require signature will need to be submitted to PENSCO for review.
- 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, if applicable. For more information about UDFI and UBTI, visit [www.pensco.com](http://www.pensco.com).
- PENSCO does not monitor real estate investment expenses. It is the client’s responsibility to protect the property and monitor the investments in your account.

## Prohibited Transactions\*

- A disqualified person cannot live in or rent out the property.
- The IRS prohibits personal use or use by disqualified persons as defined under **IRC Section 4975**. In addition, any property maintenance or repairs must be done by a third party. Any personal use or providing “sweat equity” by the Account Owner or a disqualified person may result in your retirement account being disqualified.
- Do not pay expenses outside of the IRA.

\*Note that the above list are only some examples of how people can create a prohibited transaction in their account. Please review **IRC Section 4975** and **IRS Publication 590-B** for other situations that could cause a prohibited transactions or talk to your financial professional about your options.

## Additional Resources

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

To learn more about making a real estate transaction, please visit [www.pensco.com/realestate](http://www.pensco.com/realestate) or call us at (800) 962-4238.



# DEPOSIT SLIP FOR REAL ESTATE

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

**For one check, multiple accounts or assets, please use page 2**

Property Owner Name: \_\_\_\_\_ Check Number: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_ Check Amount: \$ \_\_\_\_\_

**Payment Type**  Rent  Proceeds from Sale

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

PENSCO Account Number											

Asset ID											

**Send checks to:**  
PENSCO  
P.O. Box 173859  
Denver, CO 80217-3859

**For express deliveries:**  
PENSCO  
1560 Broadway, Suite 400  
Denver, CO 80202-3331



# DEPOSIT SLIP FOR REAL ESTATE

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

Property Owner Name: \_\_\_\_\_ Check Number: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_ Check Amount: \$ \_\_\_\_\_

**Payment Type**  Rent  Proceeds from Sale

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

PENSCO Account Number											

Asset ID											

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# DEPOSIT SLIP FOR REAL ESTATE

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

Property Owner Name: \_\_\_\_\_ Check Number: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_ Check Amount: \$ \_\_\_\_\_

**Payment Type**  Rent  Proceeds from Sale

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

PENSCO Account Number											

Asset ID											

**Send checks to:**  
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DEPOSIT SLIP FOR REAL ESTATE

Make checks payable to PENSCO Trust Company, LLC, 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.: \$ \_\_\_\_\_
Payment Type: [ ] Rent [ ] Proceeds from Sale
[ ] Other (Please Explain): \_\_\_\_\_

Table with 2 columns: PENSCO Account Number, Asset ID

2. Client Name: \_\_\_\_\_ Amount Towards Acct.: \$ \_\_\_\_\_
Payment Type: [ ] Rent [ ] Proceeds from Sale
[ ] Other (Please Explain): \_\_\_\_\_

Table with 2 columns: PENSCO Account Number, Asset ID

3. Client Name: \_\_\_\_\_ Amount Towards Acct.: \$ \_\_\_\_\_
Payment Type: [ ] Rent [ ] Proceeds from Sale
[ ] Other (Please Explain): \_\_\_\_\_

Table with 2 columns: PENSCO Account Number, Asset ID

4. Client Name: \_\_\_\_\_ Amount Towards Acct.: \$ \_\_\_\_\_
Payment Type: [ ] Rent [ ] Proceeds from Sale
[ ] Other (Please Explain): \_\_\_\_\_

Table with 2 columns: PENSCO Account Number, Asset ID