



# Structured Settlement Investment Checklist

Client Services  
866.928.9394  
512.637.5739

[www.StrataTrust.com](http://www.StrataTrust.com)

Send to: (Please submit using one method)

Email: [NewInvestments@StrataTrust.com](mailto:NewInvestments@StrataTrust.com)

Fax: 512.495.9554

US Mail: PO Box 23149, Waco, TX 76702

Overnight: 7901 Woodway Dr, Ste 200, Waco, TX 76712

Please gather all the information on this checklist and submit the documentation to Strata Trust Company ("STRATA") prior to the purchase, transfer, or rollover of a Structured Settlement investment in an IRA.

## Accountholder Completes and Provides the Following:

- Alternative Investment Direction:** Complete and sign STRATA's Alternative Investment Direction form. To avoid any processing delays, please be sure to complete all sections of the form. This form authorizes STRATA to send funds from your IRA to the seller once all documentation is provided to STRATA in good order.

## Accountholder Gathers the Following from the Seller:

- Settlement Agreement:** Provide a copy of the settlement agreement that outlines the payment terms.
- Purchase and Sale Agreement and the Assignment:** The Purchase and Sale Agreement and the Assignment must reflect the assignor as Strata Trust Company Custodian FBO (Accountholder Name) IRA (Account #). STRATA will sign as the IRA Custodian after the Accountholder has signed.
- Court Order:** Provide a copy of the court order approving the assignment of annuity payments to the IRA. Please include all pages of the document.
- Amortization Schedule:** If periodic payments consist of principal and interest, please provide an electronic copy (.xls or .xlsx) of the amortization schedule. Otherwise STRATA will convert the amortization schedule to an electronic copy which may result in small rounding differences.

## Important Reminders

- STRATA does not provide any servicing or collection duties. The accountholder assumes all responsibilities to monitor the terms of the settlement agreement and ensure the payments are made to the IRA in a timely manner.
- All payments must be deposited directly to your IRA. If you have a third-party servicing agent, the agent may forward the payments to be deposited to your IRA. You cannot deposit any payments into your personal or business account and then disburse funds to your IRA.
- Please forward a copy of the final closing book to STRATA as soon as possible.
- All items must be received in good order at least 48 hours before any scheduled closing date.

## All investments and assignments must reflect the following name, address and Tax ID:

STRATA Trust Company Custodian  
FBO (Accountholder Name) IRA (Account #)  
PO Box 23149  
Waco, TX 76702  
Tax ID: 26-2637994

## Form Submission Instructions: (Choose One)

Option 1: **SERVICENOW**, e-sign and submit forms securely to STRATA. Use this option for faster form submission.

Go to <https://www.stratatrust.com/resource-center/forms/> for form access and instructions.

Option 2: You may print + email, fax, or mail the form as shown below:

Email: [Operations@StrataTrust.com](mailto:Operations@StrataTrust.com)  
 Fax: 512.495.9554  
 US Mail: PO Box 23149, Waco, TX 76702  
 Overnight: 7901 Woodway Drive, Waco, TX 76712

## Section 1 Account Information

Accountholder Name		IRA Account # (if known)
Social Security Number (Last 4 Digits Only)	Daytime Phone Number	Email Address

## Section 2 Investment Information

### Investment Information

Refer to the appropriate Investment Checklist and submit the applicable documents for your investment. Checklists may be found in the Forms section on our website, [www.StrataTrust.com](http://www.StrataTrust.com).

Investment Name \_\_\_\_\_

Investment Amount \$ \_\_\_\_\_ \*A verbal confirmation may be required for this transaction

Total Commitment Amount \$ \_\_\_\_\_ \*Complete only if partially being funded at this time

New Purchase
  Transfer In-Kind  
 Complete Sections 1, 2, 4 and 5 of this form. Complete the IRA Transfer Request form.
  Rollover In-Kind  
 Complete Sections 1, 2, 4 and 5 of this form. Complete the Deposit Certification form.

Additional Purchase  
 Investment already held in this account.
  Exchange from \_\_\_\_\_

Capital Call  
 Include copy of Call Notice

Number of Units/Shares \_\_\_\_\_ Price per Unit/Share \$ \_\_\_\_\_ Ownership Interest \_\_\_\_\_ %

Managing Member  General Partner

Name \_\_\_\_\_ Title  CEO/President  Other \_\_\_\_\_

Address \_\_\_\_\_

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

Limited Liability Company
  Limited Partnership
  Closely-Held Stock (C-Corp)

Corporate Debt
  Convertible Note
  Structured Settlement

Secured Promissory Note
  Other \_\_\_\_\_

Secured by \_\_\_\_\_

### Investment Contact

### Investment Type

Private Equity and Debt Investments incur a Processing Fee and Annual Holding Fees. See the IRA Fee Schedule for applicable charges.

Investment Documents

List and attach any Investment Documents which will require our signature.

1.	3.
2.	4.

Investment Documents should reflect the registration name and address shown below:

STRATA Trust Company, Custodian FBO (Accountholder's name) IRA  
 PO Box 23149  
 Waco, TX 76702  
 Tax ID: 26-2637994

Section 3 Investment Funding and Fees

I authorize and instruct STRATA to purchase this investment in the manner indicated below.

How to Send Funds and Handle Fees

If fees will be deducted from your account, keep this in mind when requesting a transfer or other transaction to cover the funding of this investment. Otherwise, your investment may be funded for a lesser amount than you have indicated in Section 2.

<input type="checkbox"/> Send Funds by Check			
Make Check Payable To			
Send To	Address		
	City	State	Zip
Send By	<input type="checkbox"/> U.S. Mail <input type="checkbox"/> Overnight (See IRA Fee Schedule)		

<input type="checkbox"/> Send Funds by Wire		A wire fee will be charged in addition to the Investment Processing Fee – see IRA Fee Schedule	
Bank Name			Bank Phone
Bank Location	City	State	
ABA Routing #	Must be 9 digits _____		
For Credit To	Account Name	Account #	
For Further Credit To	Account Name	Account #	
<b>Document Delivery Payment Instructions</b>			
Investment Document Delivery	<input type="checkbox"/> U.S. Mail		<input type="checkbox"/> Fax to _____
	<input type="checkbox"/> Overnight (See IRA Fee Schedule)		

Additional Instructions

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## Section 4 Accountholder Representations

1. Are you or any family members an officer, director, or employee of the investment entity?  
(If the investment is debt, are you related to the borrower or an officer, director, or employee of the borrowing entity?)  Yes  No  
If "Yes", please explain: \_\_\_\_\_
2. Do you or any family members currently own any percentage of the investment entity?  Yes  No  
If "Yes", what percentage? \_\_\_\_\_ %
3. After your IRA's investment, will you, family members or entities under your control own 10% or more of the investment entity?  Yes  No  
If "Yes", please explain: \_\_\_\_\_
4. Will you or any family member receive a personal gain or benefit (other than the potential investment gain to the IRA) as a result of your IRA's investment with the investment entity?  Yes  No  
If "Yes", please explain: \_\_\_\_\_

I understand that STRATA Trust Company may fully rely on my representations above and may require that I obtain a legal opinion if the potential for a prohibited transaction exists. Please refer to Internal Revenue Code Section 4975 for more information regarding Prohibited Transactions and discuss any potential issues with your legal or tax advisor.

## Section 5 Processing Fees

If selections made above referred you to STRATA's IRA Fee schedule, please indicate below how you would like these fees to be paid so that there are no processing delays regarding your request. Typical transaction fees include wire fee, overnight fee, withholding fees, and funding processing fees.

- Deduct processing fees from cash in the account. I understand this could result in a lesser amount being remitted if there is not sufficient cash in the account.
- Charge fees to the credit card on file (Fee Payment Authorization form must have previously been submitted for this to be a valid option)
- One-time charge to a credit card. Credit Card Authorization form must be submitted separately. Otherwise, fees will be deducted from available cash.

If no valid option is chosen, then fees will be deducted from cash in the account prior to processing your request which could result in a lesser amount being remitted.

## Section 6 Accountholder Signature

Important: Please ensure that you read the following disclosures before you sign and date this document.

I direct STRATA Trust Company ("STRATA") to execute the purchase, transfer, rollover, or exchange-in of the above-named Investment ("Investment") for the benefit of my self directed IRA account ("Account"). If the Investment is being made through a third-party platform, such as a crowdfunding platform, I understand the following representations will apply to any Investment that I purchase directly through the platform. In directing the purchase, transfer or rollover of this Investment, I hereby make the following certifications and representations to STRATA.

1. I have read and understand all offering information pertaining to the purchase of this Investment, and I meet any and all suitability requirements of the offering. I understand that STRATA does not make any determination with respect to whether I meet any or all suitability requirements of the offering. Furthermore, I understand that STRATA has no duty to question or conduct any suitability analysis on my behalf.
2. I acknowledge that my Account is self directed, and I am solely responsible for the selection, management, and retention of all investments held within my Account. I understand and acknowledge that STRATA will exercise no discretion with respect to the funds in my Account, will not under any circumstances provide investment advice or recommendations, and will in all events invest all of the funds in my Account solely and exclusively at my direction. I further understand that I have entered into a "custodial" agreement under which STRATA has no duties or responsibilities with respect to the investment of the funds in my Account. Finally, I understand and intend that STRATA shall not assume the responsibilities of a trustee, a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the funds in my Account, as those terms and concepts are defined in the Internal Revenue Code ("IRC"), ERISA, or other applicable federal, state, or local laws.
3. I understand that it is my sole responsibility to manage the Investment held within my Account, and that STRATA has no responsibility to question any investment directions given by me or my Representative (if I have appointed/designated one), regardless of the nature of the Investment. I understand that STRATA is in no way responsible for monitoring the performance of the Investment held within my Account. I understand that STRATA has not conducted a due diligence review of this Investment, nor has STRATA made any investigation with regard to this Investment, any issuer or sponsor of this Investment, or any officer, director, or other person or entity involved or affiliated with this Investment. I understand that STRATA has not reviewed the prudence, viability or merits of the Investment.
4. I understand that, if my Representative or any other financial representative suggested that I retain the services of STRATA as custodian for the Investment made through my Account, that such person is not in any way an agent, employee, representative, or affiliate of STRATA. I acknowledge that STRATA is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Representative or any financial representative beyond the terms and provisions contained in my STRATA Custodial Account Agreement and other STRATA forms. I further understand that STRATA has not made and will not make any recommendation or investigation with respect to my Representative or any financial representative, nor does STRATA compensate my Representative or financial representative in any manner.
5. I understand that STRATA does not make any determinations as to whether an investment is acceptable under ERISA, the IRC, or any other applicable federal, state or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account arising out of this Investment. I understand that I should have all investments reviewed by my attorney and/or tax advisor prior to directing STRATA to process this transaction on behalf of my Account.

6. I understand that certain transactions are prohibited for tax-exempt retirement arrangements under IRC Section 4975. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction depends on the facts and circumstances that surround this transaction, and I understand that STRATA makes no determination as to whether this transaction is a prohibited transaction. I warrant and represent that I have consulted with such advisors as I deem necessary and appropriate, and that I have determined among other things, that this Investment does not constitute a prohibited transaction as defined in IRC Section 4975. I represent that the offering entity or any affiliate thereof is neither a "disqualified person" as defined in IRC Section 4975(e)(2), nor a "party in interest" as defined in ERISA Section 3(14). I understand that, should my Account engage in a prohibited transaction, a taxable distribution equal to the fair market value of my Account will result and certain penalties may be incurred. I further understand that if such a deemed distribution takes place prior to my attaining age 59½, an additional premature distribution excise tax may be imposed.
7. My Account has sufficient liquid funds to make the initial purchase. If the Investment contains a provision for future contractual payments or assessments, I acknowledge that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Representative, and may reduce or exhaust the value of my Account.
8. I further agree to indemnify STRATA for any and all payments or assessments which may result from holding the Investment within my Account, and I understand that STRATA shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the Investment.
9. I understand that if the Investment contains any administrative requirements or duties beyond the capabilities or expertise of STRATA to provide, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver a written service agreement acceptable to STRATA for execution on behalf of my Account.
10. If the Investment to be purchased is a debt instrument, including individually-negotiated notes (such as a deed of trust, mortgage note or contract for deed) or privately-offered corporate debt, I agree to either appoint a servicing agent or to be my own unpaid agent in order to administer the terms of the Investment on behalf of my Account. Should my third party agent ever become unwilling or unable to perform the servicing duties, I understand that all duties of the agent revert to me until I name a successor third party agent. Likewise, if I do not appoint a third party agent to service the Investment, I understand that all duties of the agent are my responsibility. I understand that STRATA does not offer or provide any servicing or collection duties with respect to any debt instrument, nor will STRATA monitor the maturity date or take any action with regard to the maturity of any debt instrument unless specifically directed by me in writing. Furthermore, should I elect to renew or re-negotiate the terms of any Investment, I agree to notify STRATA in writing and provide appropriate instructions for STRATA to return the original Investment instrument to the debtor.
11. I agree to furnish payment instructions to STRATA regarding any invoice, assessment, fee or any other disbursement notification received by STRATA on behalf of the Investment, and I understand that STRATA has no duty or responsibility to disburse any payment until such instructions are received from me or my Representative.
12. I understand that STRATA has no responsibility or duty to notify me or forward to me any notices, proxies, assessments or other documents received by STRATA on behalf of the Investment, unless I or my Representative request each such document in writing.
13. If the Investment to be purchased is a private equity investment, I understand that such Investment may generate Unrelated Business Taxable Income, or "UBTI". I further understand that, if the UBTI attributable to my Account exceeds \$1,000 for any taxable year, an IRS Form 990-T must be filed along with the appropriate amount of tax, payable from the assets of my Account. I understand that STRATA does not monitor the amount of UBTI in my Account and does not prepare Form 990-T. If the tax is applicable, I agree to prepare, or have prepared, the proper Form 990-T and forward it to STRATA, along with authorization to pay the tax from my Account. If I am required to file Form 990-T with regard to any UBTI, I understand that I must obtain and use an Employer Identification Number ("EIN"). I will not use the EIN of STRATA or my own social security number. I understand that I must apply for my own EIN prior to or in conjunction with requesting STRATA to pay any taxes I may owe with regard to any UBTI that might be incurred.
14. I understand that STRATA has no duty or responsibility to monitor the performance of the Investment or actions of the sponsor, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents or assigns, and STRATA will not be required to monitor the acts of any paid consultant to whom STRATA may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative.
15. **I understand that if STRATA cannot obtain an annual market value or good faith estimate of the value for the Investment from the Investment's sponsor or other sources chosen by STRATA in its sole discretion, STRATA will notify me in writing to request that I obtain the annual market value or good faith estimate, compliant with Revenue Ruling 59-60, from an independent appraisal service as specified in my Custodial Account Agreement and Disclosure Statement. Until such value or estimate is provided, STRATA may carry forward the last known value (if available), report the Investment's value at acquisition cost, or may apply a discount to reduce the Investment's value as STRATA deems appropriate in its sole discretion. I further understand and acknowledge that, if STRATA has not been provided with an annual market value or good faith estimate which is compliant with Revenue Ruling 59-60, either by the Investment's sponsor or by me via an independent appraisal, STRATA may distribute the Investment in-kind to me.**
16. I understand that in-kind distributions I receive from my Account are subject to Federal income tax withholding unless I elect not to have withholding apply. By signing and dating below, I elect not to have withholding apply to distributions from my Account, subject to my right to revoke this election at a later date. I also understand that if I revoke this election and there is no cash or insufficient cash in my Account at the time of distribution, STRATA must sell any non-cash Investments to pay withholding and will distribute the remaining proceeds, if any. I understand that I am responsible for paying Federal income tax on the taxable portion of any distribution from my Account and that I may be subject to tax penalties if my payments of estimated tax and withholding, if applicable, are inadequate.
17. I agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of the Investment. I understand that any legal filings made on behalf of this Investment are to be made in the name of "STRATA Trust Company Custodian for benefit of (my name) IRA". I agree that I shall not institute legal action on behalf of this Investment without the written consent of STRATA to litigate and that I shall prosecute any legal action. I agree that any such legal action will be carried out in a manner that does not cause STRATA to incur any costs or legal exposure.
18. I understand that I am the only person authorized to make changes or corrections to this Investment Direction form. If any changes or corrections to this form are required to process this Investment, I will provide STRATA with a corrected and initialed copy of this form.
19. I understand that, except to the extent of the cash which is invested in the Horizon Bank NOW Account (which is FDIC insured), or directed into other FDIC-insured bank products, investments held within my Account are not FDIC-insured, nor are any amounts in my Account guaranteed by STRATA, and such investments may lose value.

The foregoing representations and warranties are true and accurate as of the date hereof and shall be true and accurate as of the date of delivery of the funds to the Investment and shall survive such delivery. If in any respect such representations and warranties shall not be true and accurate prior to delivery of the funds to the Investment, I shall give written notice of such fact to STRATA specifying which representations and warranties are not true and accurate and the reasons therefore.

I acknowledge that I have sole responsibility for directing the investment of my Account. I acknowledge that STRATA will not exercise any discretion, assume any fiduciary responsibility, perform a due diligence review, or undertake any investigation as to the prudence, viability, merits, or suitability of the Investment. I acknowledge my understanding that STRATA is not a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the Investment, as those terms and concepts are defined in the Internal Revenue Code, ERISA, or other applicable federal, state or local laws, and I agree to hold STRATA harmless from any liability for any loss, damage, injury or expense which may occur as a result of the execution of this Investment Direction.



\_\_\_\_\_  
Accountholder Signature

\_\_\_\_\_  
Date