

# Authorization to Pay IRA Funds to an Escrow Agent or Funding Company



Note: This form can be used for a single Authorization to Pay IRA Funds to an Escrow Agent or Funding Company. The original form reflecting the Account Owner's original signature must be submitted to Provident Group. Any changes to this form must reflect the Account Owner's original initials on the change.

## IRA Account Owner's Information

Name \_\_\_\_\_

Provident Group Account # \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone # \_\_\_\_\_ FAX # \_\_\_\_\_

## Funding Company's Information

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone # \_\_\_\_\_

## Escrow Agent's Information

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone # \_\_\_\_\_

**IRA Trustee's Information**  
**Ensign Federal Credit Union**  
**FBO (IRA Account Owner named above)**  
**IRA Account #**  
**1300 W Warm Springs Rd.**  
**Henderson, NV 89014**

Instructions to IRA Account Owner  
Please provide specific instructions below to ensure that there are sufficient funds in your account. Note: Stocks and other broker-held securities must be liquidated by your Designated Representative and not Provident Group or Ensign Federal Credit Union.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provident Group Administration Center  
2670 Chandler Ave., #9 Las Vegas, NV 89120  
Phone 702.434.0023 Fax 702.253.7565

## IRA Account Owner's Authorizations, Acknowledgements and Signature

In accordance with the Articles of my Self-Directed IRA Plan and Trust Agreement with Provident Group and the custodian Ensign Federal Credit Union, as amended from time to time, I (the IRA Account Owner) hereby authorize Provident Group and Ensign Federal Credit Union to:

### Pay the Following Amount:

\$ \_\_\_\_\_ for one transaction.

### To the Following Payee (please check only one)

- A. The Funding company named above  
 B. The Escrow Agent named above  
 C. Other \_\_\_\_\_

Thereby entering my IRA into the attached agreement described as: \_\_\_\_\_ hereinafter called the **Agreement** upon which I have placed my signature of approval as to form and content and upon which Provident Group passes no judgment as to adequacy in relation to any regulatory criteria and suitability standards.

I understand that I am required to submit a signed copy of the Agreement described above (from the Escrow Agent and/or Funding Company) with this form, and that the transaction may be delayed if the Agreement(s) is/are not provided.

I warrant and represent and agree to the following (which warranty, representation and agreement continue in affect after the acceptance of this form by Provident Group).

I have read and fully understand the attached Agreement prepared and provided to me by **the Escrow Agent or Funding Company** and I fully understand any and all risks which may be associated with such instruments and in authorizing the commitment of self-directed IRA assets to the Escrow Agent or Funding Company under the Agreement; and that I alone bear any such risks.

I understand that Provident Group has no investment discretion with respect to my self-directed IRA assets. I understand that Provident Group does not sell securities or offer any investment advice or offer any legal advice. I have sole authority and discretion, fully and completely, to select the investment of assets in my IRA. I accept full and sole responsibility for the success or failure of any selection that I make. I understand that Provident Group does not review or monitor investments for the purpose of evaluating or ensuring that such investments for the purpose of evaluating or ensuring that such investments comply with any legal requirement. This obligation rests solely with the Account Owner, the Designated Representative or the party who promotes or offers the investment. Specifically, Provident Group has no responsibility to monitor investments to ensure that they (or those who promote, offer or sell such investments) are in compliance with state and federal laws and regulations (including licensing requirements) relating to the registration, offer and sale of securities, or relating to the offer, sale or issuance of insurance, and that it is entirely my responsibility to do so.

I understand that neither the Escrow Agent nor the Funding Company is an agent of Provident Group. I understand that Provident Group is not an agent of either the Escrow Agent or the Funding Company. I acknowledge that Provident Group

did not introduce me to either the Escrow Agent or the Funding Company and that Provident Group did not introduce either the Escrow Agent or the Funding Company to me. I acknowledge that I alone selected the Escrow Agent and/or the Funding Company from the population at large.

I understand that it is my responsibility and not the responsibility of Provident Group or Ensign Federal Credit Union to make certain that the Escrow Agent and/or Funding Company register(s) any entitlement created by and/or through and/or under the Agreement including any ownership of asset(s) or any beneficial interest in any pledge collateral in the name of Ensign Federal Credit Union as custodian for my IRA as printed under IRA Custodian's information above. I understand that any other registration may result in my IRA's loss of any entitlement and/or adverse federal tax consequences for me.

I have sought independent legal tax counsel regarding such matters and attest that the transaction authorized hereon does not constitute ownership or investment in an insurance policy or contract as described in Section 408(a) of the Internal Revenue Code which would disqualify my IRA and create adverse federal tax consequences for me.

I understand that if the Escrow Agent or Funding Company is my Designated Representative according to my Self-Directed IRA Plan and Provident Group. I have authorized Provident Group to: deliver funds payable to the Escrow Agent or Funding Company at the written request of the Escrow Agent or Funding Company at the written request of the Escrow Agent or Funding Company; and sign without consideration for any concern of mine, documents provided to Provident Group by the Escrow Agent or Funding Company at the written request of the Escrow Agent or Funding Company.

I understand that Provident Group may but is not obligated to request any proof of signature or other evidence which Provident Group deems necessary for Provident Group's protection. I understand that Provident Group reserves the right to refuse any request which in Provident Group's opinion may cause Provident Group undue administrative burden or expose Provident Group liability.

I understand that the responsibility for tracking this asset is my own and that Provident Group shall not be held liable in the event of error, omission, default, fraud, or negligence on the part of any third party I select to provide services to my self-directed IRA including but not limited to the Escrow Agent and/or Funding Company. I understand that Provident Group will not hold or otherwise safe keep or safeguard any original pledged collateral documents. I understand that Provident Group will not investigate security position and/or clarity of title of any pledged collateral with the Escrow Agent or Funding Company. I understand that Provident Group will not ever verify the existence or status of any pledged collateral. I understand that Provident Group bears no responsibility to evaluate or react to any changes in performance of my self-directed IRA assets. I understand that Provident Group does not evaluate the safety, performance or any other attribute of my IRA assets and is not obligated in any way to take any action unless instructed by me and even then only if doing so does not give Provident Group undue administrative burden or expose Provident Group to liability.

I understand that it is my responsibility to make certain that either the Escrow Agent or Funding Company provides to Provident Group any detailed reporting of market value of my IRA assets which Provident Group requires to fulfill Federal Tax reporting duties. I understand that it is my responsibility to insure that the Escrow Agent or Funding Company provides me with any information I deem necessary to evaluate the ongoing risks related to depositing funds under the Agreement

and to evaluate the status and/or value of any asset or any pledged collateral. I understand that Provident Group does not guarantee the accuracy of any reporting provided to Provident Group and/or me from the Escrow Agent or Funding Company. I understand that I alone bear full responsibility for any lack, inadequacy or inaccuracy of reporting to Provident Group and/or me by the Escrow Agent or Funding Company.

I understand that Provident Group used the information contained on any reports provided to Provident Group by the Escrow Agent or Funding Company at face value only to prepare the necessary Federal Tax reports and to prepare consolidated self-directed IRA reports for me. I understand that Provident Group's reporting to me will only reflect those payments that are paid to or from my self-directed IRA clearing account and not those payments or re-investments, if any, made by the Escrow Agent or Funding Company on the Escrow Agent's or Funding Company's own books.

I understand that if the Agreement require(s) Provident Group to give the Escrow Agent or Funding company advance notice to terminate the Agreement, I agree to give Provident Group reasonable advance notice in writing of my intent to request termination or repayment of the asset and until such time as Provident Group receives such notice from me, Provident Group will remain authorized by me to comply with all provision as stated in this form.

I understand that Provident Group shall be entitled to rely on information submitted by me to Provident Group and shall not be responsible for the purpose or propriety of any distribution which is made, or any action which is taken, or inaction pursuant to my request. I understand that Provident Group shall not be under any duty to take any action other than that specified under my Self-Directed IRA Application, unless I shall furnish instructions in proper form and such instructions shall have been specifically agreed to by Provident Group.

I understand that I may direct Provident Group to invest my self-directed IRA assets into any lawful investment and that Provident Group shall have no responsibility in the event that I fail to comply with any legal or plan requirement governing the investment of self-directed IRA assets. I understand that I may not invest self-directed IRA assets in an investment that would constitute a prohibited transaction within the meaning of section 4975 of the Internal Revenue Code and related regulations. I understand that generally the code and related regulations prohibit any transaction with a related person, or with any partnership, corporation or other entity in which I or a related person have an interest. I understand that according to Section 408 (a) of the code, no part of my IRA funds may be invested in life insurance contracts. I understand that there are many other types of transactions that could constitute prohibited transactions, and I warrant that I have either sought independent legal or tax advice regarding such matters or I have waived that right. I understand that Provident Group shall not be held liable for losses resulting from improper investment of IRA account assets or diminution of IRA account assets resulting from changes in the market value of such assets.

I understand that my self-directed IRA account for which Ensign Federal Credit Union acts as Trustee and Provident Group acts as Administrator, and not Ensign Federal Credit Union or Provident Group, is liable for any and all costs related to the execution, funding, and ongoing maintenance of the Agreement and/or any asset or any pledged collateral acquired pursuant to my authorizations hereon. I understand that these costs may include but are not limited to Escrow Agent or Funding Company's fees; and any other miscellaneous charges, payments or deposits required to main the status and/or value of any asset or pledged collateral. I understand that Provident Group will not evaluate whether any and/or all fees charged extracted or collected from either the escrow

account by the Escrow Agent or Funding company are appropriate. Furthermore, I understand that if any collateral which has been selected by me and/or the Escrow Agent or Funding Company fails to deliver the value I expect based on representations made to me by the Escrow Agent or funding company, that Provident Group is not responsible for: delivering the value; delivering any remainder of the value; collecting the value or any portion thereof; or any fees or other costs associated with collection of the value.

I understand that my self-directed IRA will be subject to Provident Group's fees described on Provident Groups' Fee Schedule. I understand that Provident Group reserves the right to modify its billing tiers, its billing tier qualifications, and/or its fees upon 30 days written notice to me. I understand that any special forms Provident Group may provide to facilitate my authorization to Provident Group to act on my behalf do not constitute an endorsement by Provident Group of any aspect of any: investment, investment type, or third party investment provider.

I agree to defend, indemnify, and hold harmless Provident Group from and against any and all damages, liability, claims, actions, costs, and expenses, including court costs and attorney's fees, which Provident Group may be subject to, incur or pay out as a result acting as trustee for my self-directed IRA or in complying with my authorizations provided pursuant to the terms and conditions of my Self-Directed IRA Plan and Trust Agreement. This indemnification obligation includes court costs and attorney's fees incurred by Provident Group in defending a claim brought against it by the Account Owner.

## ARBITRATION

The Account Owner hereby agrees that all claims and disputes of every type and matter associated with the transaction(s) reflected on this form which may arise between the Account Owner and Provident Trust Company shall be submitted to binding arbitration pursuant to the Commercial arbitration rules of the American Arbitration Association; that such arbitration proceedings and hearings shall take place in Las Vegas, Nevada; and that, to the extent not preempted by Federal law, Nevada Statutory law (including without limitation the statutes governing the award of damages in arbitration) and Nevada common law shall control during arbitration. The Account Owner expressly waives any right he/she may have to institute or conduct litigation or arbitration in any other forum or location, or before any other body whether individually, representatively or in another capacity. Arbitration is final and binding on all parties. An award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. Under the rules of the American Arbitration Association there may be no right to pre-arbitration discovery, including depositions or written questions and document production. The arbitrator's award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrator(s) is strictly limited.

**X**

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**Account Owner's Signature**

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**Date**