



# NEXT GENERATION TRUST COMPANY

*CONTROL YOUR FUTURE, TODAY*

**Investment / Purchase Kit**

# Private Placements

**Address:**

Next Generation Trust Company  
401 E. 8th Street, Suite 200H  
Sioux Falls, SD 57103

Next Generation Services, LLC  
75 Livingston Ave, Suite 304  
Roseland, NJ 07068

**Toll Free:** (888) 857-8058  
**Phone:** (973) 533-1880  
**Fax:** (973) 533-1088

**EMail:**

Transactions@NextGenerationTrust.com



**Get Started Today!**

**Visit us on the web:**

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

# Application Checklist

**Before You Begin:**  
Important Facts to Know  
Before Investing in a  
private Placement

- Do not use this kit if:
    - You personally already own the asset.
    - You or another disqualified person or entity have already invested in the asset.
    - You or another disqualified person are management of the asset.
    - The asset is publically traded.
- If any of the above apply, STOP!** Please call our office to discuss: (973) 533-1880.

**Required Information  
from the Asset:**  
Securing Asset Investment  
Documents

- Documents that Next Generation **ALWAYS** needs to process your transaction:
  - Operating Agreement, Subscription Documents & Certificate of Good Standing/ Articles of formation
- Documents that Next Generation **MAY** need to process your transaction should the asset have them available:
  - Private Placement Memorandum; Amendments and Restatements; Accredited Investor Questionnaire; Capital Call Schedule; Notes; and/or Security

**Step One:**  
Complete a Buy Direction  
Letter for the Funding  
Amount and a Private  
Placement Instruction  
Letter

- Please Note: We CANNOT sign any offer/purchase documents until we receive the Private Placement Instruction Letter and Buy Direction Letter for the deposit.
- Buy Direction Letter: Fill out the General Asset Information on page 1.
- Complete Section C on page 2.
  - The deposit or applicable amount for this stage of funding should be entered under initial or further funding.
- Private Placement Instruction Letter: Complete the information on page 1.
- Sign and date on page 2.

**Step Two:**  
Private Placement Contract  
and Purchase Documents

- Please Note: We must have a contract before sending out funds.
- Anywhere the "Buyer" is named in the contracts/purchase documents, it must be in the name of the IRA: **Next Generation Trust Company as Custodian FBO (Client Name) IRA (Account Number)**.
- Signature Pages Only: Clients must write "Read and Approved," and initial and date within the margins. Next Generation will sign on behalf of your IRA on the signature lines.
- Please Note: We do not require original subscription documents. However, for mandatory convertible notes, we will need the original note. We can sign and date copies and send them out to where we are directed on the Buy Direction Letter.

**Step Three:**  
Review Process

- Please Note: We attempt to answer all emailed inquiries within one business day. Before a client transaction goes into the queue to be processed, administrative review will be between two and five business days depending on the complexity of the transaction and our volume of transactions. Investment documents are processed in the order in which they are received. Most transactions are completed in two business days provided that we have original, correct documents and cleared funding.

**Final Step:**  
Sending the Original  
Proof of Ownership

- After closing on the investment, the stock certificates, membership certificates, or certain other proof of ownership in the investment documents **MUST** be sent to Next Generation Trust Company to hold on behalf of the investor.  
Mailing Address as follows:      Next Generation Services  
75 Livingston Avenue, Suite 304  
Roseland, NJ 07068

**Additional  
Contributions:**  
Further Funding the  
Investment

- Please Note: We need a Buy Direction Letter at each stage of funding, along with any additional subscription documents, capital call notices, etc.
- Please Note: We may require a Private Placement Instruction Letter as well as Private Placement Advisory Notice should newer versions be available

# BUY DIRECTION LETTER



NEXT GENERATION SERVICES, LLC, 75 LIVINGSTON AVE. STE. 304, ROSELAND, NJ 07068 | P: (973) 533-1880 \* F: (973) 533-1088

## INSTRUCTIONS:

Complete this form if you would like to instruct us to buy an asset from within your retirement account. You will also need to attach corresponding supporting documents if applicable. Please complete all sections of the General Asset Information, and complete section A, B, or C, depending on your asset type. You may fax or email this form to our office. Please contact our office to review all requirements for your purchase.

## PERSONAL INFORMATION:

1. Account Holder Name \_\_\_\_\_ 2. Account Number \_\_\_\_\_  
3. Contact Information for Closing Agent (By providing this information, you are authorizing us to speak with this person in order to coordinate your investment.)

I hereby authorize and direct the Custodian and/or Administrator to BUY the following asset for my account:

4. Asset name, description or property address. (Describe the asset here. Provide the full physical address for real estate and mortgages. For other assets, please describe.)

### 5. Fees to be paid by:

- Deduct from Account  
 Check  
 Credit Card (Please attach credit card authorization, if not already on file.)

Fees are due at the time of transaction. If no indication is made, fees will be deducted from the cash balance.

### 6. Funding/Delivery Instructions:

- Wire (Please attach outgoing wire instructions.)  
 ACH (Please attach outgoing ACH instructions.)  
 Check (Please complete the below information.)

Payee: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

- Check here if you want the check Express Delivered (min \$30 for service.)

## SPECIAL INSTRUCTIONS:

### COMPLETE ONE OF THE FOLLOWING SECTIONS:

#### A. BUY REAL ESTATE ASSET Complete this section to direct the purchase of a real estate asset.

Property Description, A.P.N. #/SBL/Legal Description:

Total Contract Price (excluding closing costs): \$ \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_ %

Funding Amount: \$ \_\_\_\_\_  
(The amount due to your account. This may include closing costs and deposits.)

Is the property to be mortgaged?

- Yes\*  No

\*Name of Mortgagor: \_\_\_\_\_

**BUY DIRECTION  
 LETTER**



**NEXT GENERATION SERVICES, LLC, 75 LIVINGSTON AVE. STE. 304, ROSELAND, NJ 07068 | P: (973) 533-1880 \* F: (973) 533-1088**

**B. NOTES AND MORTGAGES:**

Buy existing note    Create new note    Carry back from a real estate sale    Unsecured note

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

Borrower(s) name(s) *If more than one borrower, include all names* \_\_\_\_\_

Borrower(s) address *Address where payment coupons/borrowers notices are sent* \_\_\_\_\_

Borrower's social security number: 

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Borrower's telephone number: \_\_\_\_\_

Note Amount: *Face Value of Note* \$ \_\_\_\_\_   Funding Amount: *If different from note amount* \$ \_\_\_\_\_   Principal Balance: *(for existing notes ONLY)* \$ \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_ %   Frequency of Payment:  Monthly    Annually    Other

Interest Rate: \_\_\_\_\_ %    Amortized    Interest Only   Payment Amount: \$ \_\_\_\_\_

Maturity Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

IRA holder is a loan servicer    Third party is a loan servicer *(Please provide contact information separately.) \*If neither are selected account holder is loan servicer.*

**C. OTHER INVESTMENTS:**

Initial Funding \$ \_\_\_\_\_   Further Funding \$ \_\_\_\_\_  
 OR \$ \_\_\_\_\_

**D. SIGNATURE:** *Please read the entire disclosure before signing and dating.*

*I understand that my account is self-directed and that the Custodian and Administrator named in the disclosure statement received when the account was established will not review the merits, legitimacy, appropriateness and/or suitability of any investment in general, including, but not limited to, any investigation and/or due diligence prior to making any investment, or in connection with my account in particular. I acknowledge that neither Custodian nor Administrator endorse, approve or recommend any companies, products, services or investments. I acknowledge that I have not requested that the Custodian and/or Administrator provide, and the Custodian and/or Administrator have not provided, any advice with respect to the investment directive set forth in this Buy Direction Letter. I understand that it is my responsibility to conduct all due diligence, including, but not limited to, search concerning the validity of title, and all other investigation that a reasonably prudent investor would undertake prior to making any investment. I understand that neither the Custodian nor the Administrator determine whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), Securities Laws, or any applicable federal, state, or local laws, including securities laws. I understand that if the services of Custodian and/or Administrator were marketed, suggested or otherwise recommended by any person or entity, such as a financial representative or investment promoter, such persons or entities are not in any way agents, employees, representatives, affiliates, partners, consultants, subsidiaries of Custodian and/or Administrator. I acknowledge that neither Custodian nor Administrator is responsible for or bound by any statements, representations, warranties or agreements made by any such person or entity. I understand that it is my responsibility to review any investments to ensure compliance with these requirements, including but not limited to whether my investment is a security requiring registration under the Blue Sky Laws or applicable Securities Laws.*

*I understand that neither the Custodian nor the Administrator is a "fiduciary" for my account and/or my investment as such terms are defined in the IRC, ERISA, and/or any applicable federal, state or local laws. I agree to release, indemnify, defend and hold the Custodian and/or Administrator harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or claims by others, arising out of this Buy Direction Letter and/or this investment, including, but not limited to, claims that an investment is not prudent, proper, diversified or otherwise in compliance with ERISA, the IRC and/or any other applicable federal, state or local laws. In the event of claims by others related to my account and/or investment wherein Custodian and/or Administrator are named as a party, Custodian and/or Administrator shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to, all attorneys' fees, and costs and internal costs (collectively "Litigation Costs"), incurred by Custodian and/or Administrator in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Custodian and/or Administrator, on demand by Custodian and/or Administrator, I will promptly reimburse Custodian and/or Administrator the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Custodian and/or Administrator shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Custodian and/or Administrator will not be responsible to take any action should there be any default with regard to this investment. For purposes of this paragraph, the terms Custodian and Administrator include Next Generation Trust Company/ Next Generation Services, its agents, assigns, joint ventures, licensees and/or business partners.*

*I am directing you to complete this transaction as specified above. I confirm that the decision to buy this asset is in accordance with the rules of my account, and I agree to hold harmless and without liability the Custodian and/or Administrator of my account under the foregoing hold harmless provision. I understand that no one at Custodian and/or Administrator has authority to agree to anything different than my foregoing understandings of Custodian's and/or Administrator's policy. If any provision of this Buy Direction Letter is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect. I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.*

*Transactions with insufficient funds will not be processed until sufficient funds are received. If fees are being deducted from your account, the full amount of the transaction plus fees must be available before your transaction can be processed.*

*Please note: We attempt to answer all emailed inquiries within one business day. Before a client transaction goes into the queue to be processed, administrative review will be between two and five business days depending on the complexity of the transaction and our volume of transactions. Investment documents are processed in the order in which they are received. Most transactions are completed in two business days after Administration review provided that we have original, correct documents and cleared funding.*

Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NEXT GENERATION SERVICES, LLC, 75 LIVINGSTON AVE. STE. 304, ROSELAND, NJ 07068 | P: (973) 533-1880 \* F: (973) 533-1088

## PRIVATE PLACEMENT LETTER FOR ACCOUNT OWNER

Account Holder Name: \_\_\_\_\_ Next Generation Account #: \_\_\_\_\_

Name of Entity \_\_\_\_\_

Entity Address \_\_\_\_\_

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

Name of Entity Manager \_\_\_\_\_ EIN of Entity \_\_\_\_\_

*Next Generation Trust Company has received instructions concerning an investment in the above named entity through your Account. The account to be invested is referred to in this document as the "Account", regardless of whether it is a retirement account under Internal Revenue Code (the "IRC") §401, §408 or §408A, a Coverdell Education Savings Account under IRC §530, a Health Savings Account under IRC §223, or a qualified retirement plan. The following instructions must be followed to ensure compliance with both IRS requirements and Next Generation Trust Company policy.*

- 1) All vestings for entities must read: **Next Generation Trust Company as Custodian FBO (Client Name) IRA (Account Number)**. The address and contact information for this investment must be recorded as that of Next Generation Services. All notices concerning the investment in the entity should be sent to the Administrator. Any questions pertaining to the Account should be referred to the Administrator.
- 2) **Do not use the Account Owner's personal social security number** with respect to this investment for any purpose. If the Account is an investor to which a K-1 or similar tax document will be issued, **please use the following E.I.N.: 82-0905700**.
- 3) If the Account is a 100% owner of the entity, the entity must apply for its own EIN. It is not permitted under Next Generation Trust Company Policy to use the EIN shown above for any other purpose than the issuance of a K-1 or similar tax document to the Account as investor in the entity.
- 4) Original stock certificates, membership certificates or other proof of ownership showing the proper vesting must be sent to and held by the Administrator on behalf of the Custodian and the Account.
- 5) All payments, income, distributions or payoffs for this investment must be sent to the Administrator for the benefit of the Account. Under the Internal Revenue Code, it is never acceptable to send funds directly to the Account Owner (or the Account Owner's nominee or designee), or any other account owned by the Account Owner.
- 6) As the Custodian of the Account, NGTC must be notified promptly of any change in address, telephone number, or company status (such as bankruptcy filings, regulatory agency investigations or litigation).
- 7) In the event that future capital contributions to the entity are required or desired (and provided the Account Owner determines that the capital call is not a prohibited transaction under Internal Revenue Code §4975 and there are sufficient funds in the Account), all funds must come from the Account. The Account Owner may not advance funds on behalf of the Account.
- 8) The Account Owner may not personally guarantee on behalf of the Account any indebtedness of the entity to a third party nor may the Account Owner guarantee any indebtedness of the Account to the entity.
- 9) You understand and agree that the Custodian and/or the Administrator for your Account (including, but not limited to Next Generation Trust Company/Next Generation Services or any agent, affiliate or designee of Next Generation Trust Company/Next Generation Services) have given you no tax advice regarding the possibility that your Account may be subject to Unrelated Business Income Tax (UBIT) as a result of its investment in the identified entity. If your Account owes UBIT on its profits from the entity, you agree to prepare or cause to be prepared and filed a IRS Form 990T, and any similar filing required under applicable state laws, for each year with respect to which any such form is required, and to cause your Account to pay any UBIT that is reported in such forms. You understand and agree that any UBIT owed must come from funds belonging to the Account. Your agreement to indemnify and hold harmless includes liability of the parties named therein with respect to UBIT and the preparation and filing of IRS Form 990T and similar state tax filings. Must file with a newly obtained EIN for the IRA.
- 10) You understand and agree that the Custodian and/or Administrator for your Account (including, but not limited to Next Generation Trust Company/Next Generation Services or any agent, affiliate or designee of Next Generation Trust Company/Next Generation Services) do not approve investments or actions you personally make or direct the Custodian and/or Administrator to take on behalf of your Account. The Custodian and/or Administrator are limited in their responsibilities under your Account, and their responsibilities do not include investment selection.
- 11) You understand and agree that the Custodian and/or the Administrator for your Account (including, but not limited to Next Generation Trust Company/Next Generation Services or any agent, affiliate or designee of Next Generation Trust Company/Next Generation Services) do not review and approve the subscription agreement, operating agreement, by-laws, limited or general partnership agreement, or any other similar agreement regarding the purchase or operation of the entity you want your Account to invest in. It is the responsibility of the Account Owner to review and approve all documentation pertaining to the investment.

**PRIVATE PLACEMENT LETTER FOR ACCOUNT OWNER**

- 12) You understand and agree that the Custodian and/or the Administrator for your Account (including, but not limited to Next Generation Trust Company/Next Generation Services or any agent, affiliate or designee of Next Generation Trust Company/Next Generation Services) do not make any attempt to evaluate the entity you want your Account to invest in. For example, they make no attempt to check the financial strength of the entity, nor do they check with the Secretary of State to see if the entity is in good standing, nor do they check with the Securities and Exchange Commission, the Better Business Bureau or any other governmental or non-governmental agency to see if any complaints have been filed against the entity. You, as the owner of the Account, are 100% responsible for evaluating the entity, its operations and the investment potential of the entity, including taking the steps described in the preceding sentence.
- 13) You understand and agree that you are also responsible for confirming that none of the “disqualified persons” with respect to your Account (including Next Generation Trust Company/Next Generation Services, its affiliates and designees, and every other entity that is the Custodian and/or Administrator and/or Record-keeper with respect to your Account, their officers, directors, shareholders or employees) are associated in a way which could result in a prohibited transaction with the entity you in which you are investing.
- 14) You understand and agree that you are solely responsible for making sure that the entity was not formed and will not operate in a way that does or may lead to a prohibited transaction under IRC §4975.
- 15) You understand and agree that if the entity your Account is investing in becomes a “disqualified person” (as that term is defined in IRC §4975) upon funding (this may occur, for example, if your IRA and other disqualified persons, including you personally, own more than 50% of the entity), then any future mandatory capital calls may be considered to be a prohibited transaction under IRC §4975.
- 16) You understand and agree that if the Plan Asset Regulations issued by the U.S. Department of Labor apply, the entity is disregarded for purposes of the prohibited transaction rules of IRC §4975. In that case, the underlying assets of the entity are considered to be the assets in which your Account is investing, and each of the statements above regarding the entity must be true with regard to each of the assets that the entity invests in. You represent that you either understand the Plan Asset Regulations and Interpretive Bulletin 75-2 or that you have sought competent legal counsel regarding the Plan Asset Regulations and Interpretive Bulletin 75-2 and their potential application to the entity that you want your Account to invest in, prior to making your investment decision.
- 17) You agree and understand that Next Generation Trust Company is required to report the fair market value of the Account to the Internal Revenue Service each year. You agree to obtain a fair market value for the Account’s investment in the entity as of December 31 each year and report this information to NGTC, on a form approved by Next Generation Trust Company/Next Generation Services no later than March 31 of following year. You understand and agree that Next Generation Trust Company is entitled to rely on the valuation provided by you for reporting purposes and shall bear no responsibility as to the accuracy of the information provided. You understand and agree that until a different valuation is reported to Next Generation Trust Company, the value of the investment in the entity will be reported based on the Account’s total investment in the entity. You understand and agree that if you fail to provide a fair market value to Next Generation Trust Company as required, Next Generation Trust Company may withdraw as custodian of your account and distribute the asset to you or to a successor custodian.
- 18) You understand that with some types of accounts there are rules for required minimum distributions from the account. If you are now subject to the required minimum distribution rules for your Account, or if you will become subject to those rules during the term of the investment, you represent that you have verified either that the entity that your Account is investing in provides distributions that will be sufficient to cover each required minimum distribution, or that there are other assets in your Account, or in other accounts that you may access for this purpose, that are sufficiently liquid (including cash) from which you will be able to withdraw your required minimum distributions as they become required. Additionally, you are required to provide valuations in order to take your required minimum distribution.
- 19) By signing this agreement, you agree to indemnify and hold harmless the Custodian and/or Administrator for your Account (including, but not limited to Next Generation Trust Company/Next Generation Services or any agent, affiliate or designee of Next Generation Trust Company/Next Generation Services), and their respective officers, directors, shareholders and employees against any liability associated with investing in the identified entity, including funding a capital call, and including any liability that arises because the investment is or may be a prohibited transaction under IRC §4975.

To signify your agreement with all of the above paragraphs, please sign below and return it to us.

Account Holder Signature \_\_\_\_\_ Date \_\_\_\_\_

NEXT GENERATION SERVICES, LLC, 75 LIVINGSTON AVE. STE. 304, ROSELAND, NJ 07068 | P: (973) 533-1880 \* F: (973) 533-1088

**PRIVATE PLACEMENT LETTER FOR ENTITY**

Account Holder Name \_\_\_\_\_ Next Generation Account # \_\_\_\_\_  
*(Retirement Plan Account Beneficial Owner Name)*

Name of Entity \_\_\_\_\_

Entity Address \_\_\_\_\_

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

Name of Entity Manager \_\_\_\_\_ EIN of Entity \_\_\_\_\_

Next Generation Services ("NGS", the Administrator) has received instructions from the above referenced retirement plan account owner concerning an investment in the above named entity through his or her NGTC retirement account. The account to be invested is referred to in this document as the "account", regardless of whether it is a retirement account under Internal Revenue Code (the "IRC") §401, §408 or §408A, a Coverdell Education Savings Account ("CESA") under IRC §530, a Health Savings Account ("HSA") under IRC §223, or a qualified retirement plan. For the purpose of this document, the term 'IRA' in the investor name may also include, but is not limited to: Traditional, ROTH, SEP IRAs, SIMPLE and Qualified plans, HSAs and CESAs. The following instructions must be followed to ensure compliance with both IRS requirements and Next Generation TC, LLC policy.

- 1) The investor name must read: Next Generation Trust Company as Custodian FBO (Client Name) IRA (Account Number).
- 2) All payments, income, disbursements or payoffs for this investment must be made payable to the Investor Name listed above. Under the Internal Revenue Code, it is never acceptable to issue funds directly or make funds payable to the account owner (or the account owner's nominee or designee), or any other account owned by the NGTC account owner, as the NGTC account is the legal investor and is not affiliated with any other accounts owned by the NGTC account owner.
- 3) Do not use the account owner's personal social security number with respect to this investment for any purpose. If the account is an investor to which a K-1 or similar tax document will be issued, please use the following Next Generation Trust Account E.I.N.: 82-0905700. It is not permitted under NGTC Policy to use the E.I.N. shown above for any other purpose than the issuance of a K-1 or similar tax document to the account as investor in the entity. If a Form 990-T is required to pay unrelated business income tax ("UBIT") or unrelated debt-financed income tax ("UDFIT"), do not use the Next Generation Trust Account E.I.N. tax identification number. The account owner must obtain a new tax identification number from the Internal Revenue Service for the NGTC retirement account to report and pay the taxes on Form 990-T.
- 4) The NGTC account owner may not personally guarantee on behalf of the account any indebtedness of the entity to a third party nor may the account owner personally guarantee any indebtedness of the account to the entity.
- 5) Original stock certificates, membership certificates, counter signed contracts or other proof of ownership showing the proper vesting must be sent to and held by NGS, on behalf of the Custodian and the account. NGS is located 75 Livingston Ave. Ste. 304, Roseland, NJ 07068.
- 6) In the event that future capital contributions to the investment entity are required or desired (and provided the Account Owner determines that the capital call is not a prohibited transaction under Internal Revenue Code §4975), all funds must come from the NGTC account. The account owner may not advance funds on behalf of the NGTC account.
- 7) As the Administrator of the account, Next Generation Services must be notified promptly of any change in address, telephone number, or company status (such as bankruptcy filings, regulatory agency investigations or litigation).
- 8) It is understood that Next Generation Trust Company is required to report the fair market value of the NGTC account to the Internal Revenue Service and/or to the Plan each year. The NGTC account owner has agreed to obtain a fair market value for the NGTC account's investment in the entity as of December 31st each year and report this information to NGS as administrator to NGTC no later than March 31st of the following calendar year. It is understood and agreed that Next Generation Trust Company is entitled to rely on the valuation provided by the NGTC account holder or by the investment entity for reporting purposes and shall bear no responsibility as to the accuracy of the information provided. It is understood and agreed that until a different valuation is reported to Next Generation Trust Company, the value of the investment in the entity will be reported based on the Account's total investment in the entity. It is strongly advised that any reported values or statements should be delivered to Next Generation Services as an original, copy or duplicate statement to avoid any discrepancy in reported values by the asset and the value of the asset reported in the NGTC account. It is understood and agreed that if the client and/or the investment entity fails to provide a fair market value to Next Generation Services as required, Next Generation Trust Company may withdraw as administrator/custodian of the account and distribute the assets to the NGTC account holder personally or to a successor custodian.
- 9) Next Generation Services ("Administrator") is a self-directed retirement account administrator to the custodian. The NGTC IRA beneficial owner whose name appears on the Retirement Plan Application Form(s) (hereinafter called "account owner") has established a Retirement Custodial Account (an 'account') with Next Generation Trust Company or its successor (hereinafter referred to as "Custodian"). This NGTC account is established for the exclusive benefit of the individual (account owner, or his/her beneficiaries) within the meaning of §408A of the Internal Revenue Code and the related Treasury regulations. The Custodian has delegated certain account record keeping and administrative functions ("Administrative Services") to NGS, as the administrator. Neither NGTC nor any of its officers, directors, shareholders or employees is associated in any way with any company that may instruct the administrator to invest on behalf of the NGTC account. Neither the administrator nor any of its officers, directors, shareholders or employees provide any investment, legal or tax advice pertaining to any investments, holdings, or filings of the NGTC account or account owner. The account owner understands and agrees that the administrator makes no attempt to evaluate any entity, company, agreements, contracts or other investment entities or investment structures the account owner instructs the administrator to invest in, on behalf of the NGTC account. For example, NGTC makes no attempt to check the financial strength of the company, nor does NGTC check with the Secretary of State to see if the company is in good standing, nor check with the Securities and Exchange Commission, the Better Business Bureau or any other governmental or non-governmental agency to see if any complaints have been filed against the entities. The account owner is solely responsible for evaluating any entity, contract, agreement and/or any investment on behalf of the NGTC account. Any agreements signed by NGS, not individually but solely as agent for the Custodian under the Individual Retirement Account (IRA) Plan Agreement also known as Form 5305, is signed only by instruction by the account owner. Said Form 5305 Agreement is hereby made a part hereof in any agreements, contracts or any legally binding agreements and any claims against NGTC/NGS which may result here from, shall be payable only out of any IRA property which may be held hereunder the NGTC account. Any and all personal liability of NGTC/NGS is hereby expressly waived by the parties hereto and their respective successors, beneficiaries, assignees, transferees, designees, nominees, recipients, and legal counsel. All representations and undertakings are of NGS as agent for the Custodian and not individually; no liability is assumed by and/or shall be asserted against NGTC/NGS as a result of the signing of any instrument(s) on behalf of the account and/or account holder. The grantor, or account owner as account controller, has made all representations and warranties contained within any and all documentation, contracts, agreements and subscriptions and NGS, as agent for the Custodian and authorized signatory to the account, is signing (the) document(s) along with and/or for the grantor merely to assist the grantor, the NGTC account owner, in this purchase as prescribed by the Internal Revenue procedures requiring the purchase to be made by an IRA Custodian on behalf of the NGTC retirement account. NGTC/NGS is not a fiduciary to the account and hereby disclaims all fiduciary responsibility for the investment choice and its inherent risks. The retirement account beneficial owner has indemnified and hereby agrees to hold NGTC/NGS harmless in following any and all instructions and provisions.

By signing this agreement you are acknowledging that you understand and agree with all the above paragraphs, representations and warranties. Please sign below and return to our office.

Signature of Entity \_\_\_\_\_ Date \_\_\_\_\_

Title of Signatory \_\_\_\_\_

By signing below, I, \_\_\_\_\_ (client) agree that I have reviewed the following information regarding investing with \_\_\_\_\_ (company name) through my IRA:

- The asset cannot be personally owned or owned by a disqualified person, publicly traded or provide compensation to you personally or to a disqualified person.
- Further funding of the asset including capital calls must be done from your Next Generation IRA.
- According to IRS Code 4975, you may never:
  - ◊ Make personal use of investment assets while it's held in your IRA or allow any disqualified persons to do so. Should a disqualified person invest after the initial investment, the investment may be considered a prohibited transaction.
  - ◊ Hire disqualified persons to work for the investment.
  - ◊ Pay invoices pertaining to the asset from a personal account.
  - ◊ Deposit funds pertaining to the asset into a personal account of any kind or an IRA other than your Next Generation IRA.
  - ◊ Participate in any loans other than those considered to be non-recourse.
  - ◊ Obtain a line of credit in your personal name intended for the investment.
  - ◊ Perform any form of "sweat equity" or services for entity/investment. Sweat equity is defined as servicing the property personally by means not to be considered intellectual management.
- Income should be made payable to your IRA - Next Generation TC FBO (client name) IRA (account number) and mailed to Next Generation Services, LLC, 75 Livingston Avenue, Suite 304, Roseland, New Jersey 07068.
- Fair Market Valuation of the property should be provided to Next Generation on an annual basis. An account statement from the company detailing the IRA's investment value will suffice. A full appraisal is not required unless distributing the asset.
- If you are unsure whether or not something could be considered prohibited, please call the office.

Next Generation Trust Company/Next Generation Services (NGTC/NGS) does not review the merits or legitimacy of any investment. NGTC/NGS does not endorse or recommend any companies, products, services, or investments. NGTC/NGS does not provide any financial, legal or investment advice.

If the services of NGTC/NGS were recommended by any third party, such persons or entities are not in any way affiliated with NGTC/NGS. NGTC/NGS is not a "fiduciary" as defined in the IRC, ERISA, and/or any applicable federal, state or local laws. All information provided is for educational purposes only. All parties are encouraged to consult with their professional advisors prior to making any investments.

I have read and reviewed the information above and understand the rules and regulations as well as the ramifications should these not be followed.

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(account number)

\_\_\_\_\_  
(client signature)

\_\_\_\_\_  
(date)



**NEXT GENERATION TRUST COMPANY**  
401 E. 8TH STREET, SUITE 200H  
SIOUX FALLS, SOUTH DAKOTA 57103  
TOLL FREE: 888-857-8058

# CREDIT CARD AUTHORIZATION FORM



**NEXT GENERATION  
TRUST COMPANY**  
*CONTROL YOUR FUTURE, TODAY*

**NEXT GENERATION SERVICES, LLC, 75 LIVINGSTON AVE. STE. 304, ROSELAND, NJ 07068 | P: (973) 533-1880 \* F: (973) 533-1088**

## PERSONAL INFORMATION:

Account Holder Name \_\_\_\_\_ Next Generation Account # \_\_\_\_\_

Cardholder Name *(if different)* \_\_\_\_\_

Cardholder Billing Address \_\_\_\_\_

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

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

## CREDIT CARD INFORMATION:

Card Type: *Please check ONLY ONE Option*

MasterCard     Discover     Visa    *Please Note: We cannot accept American Express. We apologize for any inconvenience this may cause.*

Credit Card Number: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Expiration Date: \_\_\_\_\_ / \_\_\_\_\_

CCV: \_\_\_\_\_  
*(Last three digits on back of card)*

Keep card on file for all fees (no invoice will be sent)

One time charge in the amount of \$ \_\_\_\_\_

## SIGNATURE: *Please securely email, fax, or mail this form to Next Generation Services.*

*I, the undersigned, authorize that these charges will appear on my credit card statement under the name Next Generation Trust Company and I accept full financial responsibility for payment of this order. I further agree that this authorization will remain in effect until I revoke it in writing.*

Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# OUTGOING ACH/WIRE INSTRUCTIONS



NEXT GENERATION SERVICES, LLC, 75 LIVINGSTON AVE. STE. 304, ROSELAND, NJ 07068 | P: (973) 533-1880 \* F: (973) 533-1088

## ACCOUNT HOLDER NAME:

NGTC Account Name: \_\_\_\_\_ Next Generation Account #: \_\_\_\_\_

## OUTGOING ACH DIRECT DEPOSIT (FOR U.S. ACCOUNTS ONLY - LIMITED TO \$10,000.00):

Bank Name: \_\_\_\_\_ Bank ABA/Routing Number: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Beneficiary Account Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Beneficiary Account Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

## OUTGOING WIRES (FOR U.S. ACCOUNTS ONLY):

Bank Name: \_\_\_\_\_ Bank ABA/Routing Number: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Beneficiary Account Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Beneficiary Account Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

For Further Credit Reference: \_\_\_\_\_

## OUTGOING WIRES (FOR INTERNATIONAL ACCOUNTS ONLY):

Bank Name: \_\_\_\_\_ Bank ABA/Routing Number: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Bank Swiftcode: \_\_\_\_\_

Beneficiary Account Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Beneficiary Account Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Intermediary Bank Name: \_\_\_\_\_ Bank ABA/Routing Number: \_\_\_\_\_

Intermediary Bank Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Bank Swiftcode: \_\_\_\_\_

Beneficiary Account Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Beneficiary Account Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

For Further Credit Reference: \_\_\_\_\_

Please be aware that if a wire is returned, the receiving bank may deduct additional fees.

Account Holder Signature \_\_\_\_\_ Date \_\_\_\_\_



## New Asset Reminders

**Important to Remember**

*According to IRS Code, §4975, You May Never:*

- Make personal use of investment assets while it's held in your IRA or allow any disqualified persons to do so.<sup>1</sup>
- Hire Disqualified Persons to work for the investment.
- Pay invoices pertaining to your asset from a personal account.
- Deposit funds pertaining to the asset into a personal account of any kind or other IRA other than NGTC.
- Participate in any loans other than those considered to be non-recourse.
- Obtain a line of credit in your personal name intended for the investment.
- Perform any form of "sweat equity"<sup>2</sup> or services for entity/investment.

<sup>1</sup> Should a disqualified person or entity invest after your initial investment, your investment may be considered a prohibited transaction.

<sup>2</sup> "Sweat Equity" is defined as servicing the property personally by means not to be considered intellectual management.

**Disclaimer**

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**Things to Consider:**  
Next Stages

- When submitting funds associated with your IRA for deposit, Next Generation requests a Deposit Coupon to accompany the deposit. This form can be found on our website under "Client Forms."
- Our office is required to request an annual Fair Market Valuation for the investment. Please note that we do not need an official appraisal-a statement provided by a third party or third party CPA will suffice. We cannot accept Schedule K-1 s for fair market reporting.
- If you are ever unsure whether or not something could be considered prohibited, please call the office.