Joint Venture Investment

Enclosed are the forms required to complete an investment into a joint venture with American IRA, LLC. Upon receipt of all documents, in good order, funding will be sent within three (3) business days.

Step 1:

Funding Package: Submit documents listed in Step 1 as one complete packet

- American IRA Forms
  - Private Entity Investment Form: Submit Private Entity Investment Form and supporting documents
  - Entity Investment Compliance Notification: Submit Notification signed by both you and the entity representative
- Provided by Partnership
  - Documents to be submitted prior to funding: with proper titling [New Vision Trust Custodian FBO (your name)(your account type)] and initialed by you as “Read and Approved” DO NOT SIGN DOCUMENTS AS subscriber/purchaser/member
  - Operating/Partnership Agreement/Joint Venture Agreement including membership schedule indicating IRA/401k membership, if applicable
*If secured by Real Estate, complete the Secured Note Investment Kit as well*

Step 2:

Once you are ready to submit a package:

By Email: AllForms@AmericanIRA.com
By Fax: (828) 257-4948
By Mail: American IRA, LLC -135 Broad Street, Asheville NC 28801
          Overnight: American IRA, LLC -135 Broad Street, Asheville NC 28801

Please Ensure:

- Subscriber/Purchaser Name: New Vision Trust Custodian FBO (your name)(your account type)
- Subscriber/Purchaser Address: Your mailing address
- All documents are initialed on every page as Read and approved or they cannot be processed
- All documents will be signed by a New Vision Trust Company and/or authorized signer

Need Help? Call 1-866-7500-IRA(472) and a client services representative will assist you today!
# Private Entity
## Investment Letter

### 1 Account Information

<table>
<thead>
<tr>
<th>Your Name:</th>
<th>Account Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address:</th>
<th>Phone Number:</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

How would you like this transaction processed? □ Standard Processing (3 business days) □ Express Processing (24 hours) ($95 express fee) All documents must be received by noon or processing will be next business day.

### 2 Investment Details

<table>
<thead>
<tr>
<th>Type of Entity you are investing in:</th>
<th>Entity Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ LLC</td>
<td></td>
</tr>
<tr>
<td>□ LP</td>
<td></td>
</tr>
<tr>
<td>□ Stock</td>
<td></td>
</tr>
<tr>
<td>□ Joint Venture</td>
<td></td>
</tr>
<tr>
<td>□ Land Trust</td>
<td></td>
</tr>
<tr>
<td>□ Other: ____________</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>City, State, Zip:</th>
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<tbody>
<tr>
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</table>

Total Investment Amount:

What will the entity issue you for your investment?

<table>
<thead>
<tr>
<th>Units: #</th>
<th>$/Unit</th>
<th>Shares: #</th>
<th>$/Share</th>
<th>Percentage: %</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

### 3 Accredited Investor

I shall bear sole responsibility for completing, signing and returning the Investor Questionnaire to the entity in which I am investing.

(initial) _____

I understand and agree that neither the Custodian nor the Administrator review and/or approve any articles of incorporation/organization, subscription agreements, certificates of good standing, operating agreements, corporate resolutions, by-laws, limited or general partnership agreements, or any other similar agreements and/or documents regarding the purchase and/or the validity or operation of any entity or investment I want to invest in. I am solely responsible for making sure that the entity was properly formed, compliant with all federal, state and local laws and/or will operate in a way that does not, or may not, lead to a prohibited transaction under Internal Revenue Code Section 4975. Furthermore, it is my sole responsibility to confirm the party executing the investment documents on behalf of the entity is authorized by the entity to enter into the transaction.

### 4 Funding Instructions

**Please send the funds via:** □ Wire □ ACH ($5000 limit) □ CHECK

For WIRE($30) or ACH($10) – Please complete the info below

For CHECK – Please complete the info below

<table>
<thead>
<tr>
<th>Make Check Payable To:</th>
<th>Bank Name:</th>
<th>ABA Routing Number:</th>
<th>Bank City and State:</th>
<th>Mail Check to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Holder Name:</th>
<th>Account Number:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>City, State, Zip:</th>
<th>Send Check Via:</th>
<th>Certified Mail ($10) □ Overnight Mail ($20+Shipping Costs) □ Certified Check ($50 includes overnight mail)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

### 5 Special Instructions

Please note we will retain enough cash in your Custodial Account to maintain your minimum required balance, and to cover any investment-related fees or any unpaid fees before sending your requested amount. If there are insufficient funds to cover the minimum balance and/or fees, your request will be put on hold until sufficient funds are available.

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REV. 07/19

Corporate Headquarters: New Vision Trust Company, 401 E. 8th Street, Suite 200R, Sioux Falls, South Dakota 57103

Page 1 of 2
I understand, that once funds are distributed in accordance with my Investment Letter, it shall be my sole responsibility to verify that the funds were correctly invested. I shall also bear sole responsibility for obtaining all collateral documentation evidencing my investment, including but not limited to, subscription agreements, operating agreements, by-laws, deeds, promissory notes, deeds of trust, mortgages, and UCC filings and to send the original documentation to the Custodian and/or the Administrator, evidencing the investment. In the case of a promissory note investment, I shall be responsible for forwarding a copy to a third-party servicing agent. The Custodian and/or Administrator shall bear no responsibility to monitor the account to ensure compliance with these requirements.

I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4975, which defines certain prohibited transactions. I acknowledge that neither the Administrator nor the Custodian makes any determination of whether or not investments in my account generate UBTI.

I understand that the assets in my account are required by the IRS to be valued annually as of the end of each calendar year. I agree to provide the prior year end value of this investment to the Custodian or Administrator. I understand that the Custodian or Administrator will be responsible for confirming the value of the investment on behalf of the entity authorized by the entity to enter into the transaction.

I understand that my Investment Letter and/or any other required documentation is received by Custodian and/or Administrator, or, if received, in the opinion of the Custodian and/or Administrator, is unclear, and/or there is insufficient Undirected Cash in my account to fully comply with my instructions to purchase the investment and to pay all fees, the Custodian and/or Administrator may not process this transaction. I understand that if there are insufficient funds in my account, the transaction will not be processed until sufficient funds are received into my account. If fees are being deducted from your account, the full amount of the transaction plus fees must be available before my transaction can be processed. My failure to provide the necessary funding, completed and proper documentation and/or requested clarification will result in a delay of my investment. I understand the Custodian and/or Administrator shall have no liability for loss of income or appreciation as a result of such a delay.

I understand and agree that neither the Custodian nor the Administrator has reviewed, nor will they review, the merits, legitimacy, appropriateness or suitability of this investment, and I certify that I have done my own due diligence investigation, including all reviews a prudent investor would undertake, prior to instructing the Custodian and/or Administrator to make this investment for my account. I understand that neither the Custodian nor Administrator determines whether this investment is acceptable under the Employee Retirement Income Security Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I, as the Depositor and investor, confirm that this purchase does not include any illegal or impermissible investments under South Dakota, North Carolina or Federal law. By my signature below, I confirm that I have read and consent to the terms of this document and I further acknowledge that I have read and consent to the New Account Application, Custodial Agreement (Form 5305, 5305-A, 5305-RA, 5305-SA, 5305-SEP, 5305-C or 5305-EA, as application, “collectively referred to as “5305” or 401K Plan Agreement (“Sponsored Plan”) as applicable, Fee Schedule, Account Disclosure Statement and any other documents that govern my Custodial Account or Sponsored Plan, as such documents are currently written, or as they may be amended from time to time, (the “Documents”), which are incorporated by reference herein. (In the event of a conflict between the Documents and the 5305 and/or Sponsored Plan applicable to my Custodial Account, the 5305 or Sponsored Plan shall control).
ENTITY INVESTMENT COMPLIANCE NOTIFICATION

THE FOLLOWING FORM IS TO BE COMPLETED BY AN AUTHORIZED ENTITY REPRESENTATIVE WHO MUST INITIAL ALL NOTATED FIELDS AND SIGN BELOW.

Entity Name: _____________________________________________________________
Entity Address: ___________________________________________________________
Authorized Entity Representative Name: ___________________________ Phone:____________
Entity Representative Email: ____________________________________________

NEW VISION TRUST COMPANY, A STATE CHARTERED SOUTH DAKOTA TRUST COMPANY (HEREINAFTER REFERRED TO AS “CUSTODIAN”) THROUGH AMERICAN IRA, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO AS “ADMINISTRATOR”) HAS RECEIVED INSTRUCTIONS FROM AN ACCOUNT HOLDER (HEREINAFTER REFERRED TO AS “CUSTODIAL ACCOUNT HOLDER”) CONCERNING AN INVESTMENT IN THE ABOVE REFERENCED ENTITY. AS THIS ASSET IS TO BE HELD WITHIN AN INDIVIDUAL RETIREMENT ACCOUNT, (HEREINAFTER REFERRED TO AS “CUSTODIAL ACCOUNT”) THE FOLLOWING INSTRUCTIONS MUST BE FOLLOWED TO ENSURE COMPLIANCE WITH BOTH IRS REQUIREMENTS AND THE CUSTODIAN AND/OR ADMINISTRATOR’S POLICY. THE AUTHORIZED ENTITY REPRESENTATIVE NAMED ABOVE MUST INITIAL ALL ITEMS IN THE SPACES PROVIDED SHOWING THE ENTITY’S UNDERSTANDING OF THE REQUIREMENTS AND CONFIRMATION OF ITS INTENT TO COMPLY. THESE ACKNOWLEDGEMENTS APPLY TO ALL FUTURE CUSTODIAL ACCOUNT HOLDERS INVESTING THROUGH CUSTODIAN AND/OR ADMINISTRATOR.

THE ENTITY REPRESENTATIVE DOES HEREBY AFFIRM AND AGREE TO COMPLY WITH THE FOLLOWING TERMS RELATED TO THE CUSTODIAL ACCOUNT INVESTMENT:

1. The ownership interest in the Entity owned by the Custodial Account MUST BE vested in, and reflected on all Entity documents as follows:
   - New Vision Trust Company Custodian FBO (Client Name) IRA (Account Number),
     c/o American IRA, 135 Broad Street
     Asheville, NC 28801
     Taxpayer Identification Number 05-6144991

   Original Stock Certificates, membership certificates and/or any other proof of the Custodial Account’s ownership in the Entity, with proper vesting, shall be held by the Custodian and must be sent to:
   - New Vision Trust Company, Custodian
     c/o American IRA, as Administrator
     135 Broad Street
     Asheville, NC 28801

2. IT IS CRITICALLY IMPORTANT THAT YOU DO NOT USE THE CUSTODIAL ACCOUNT HOLDER’S PERSONAL SOCIAL SECURITY NUMBER WITH RESPECT TO THIS INVESTMENT FOR ANY PURPOSE.

3. Where the Custodial Account is an investor to which a K-1 or similar tax document will be issued, the Entity must use the following Taxpayer Identification Number 05-6144991 for the investment. Where the Entity is a pass-through entity for tax purposes which will either own debt-financed real estate, operate a business, or rent personal property, the Custodial Account must obtain its own Taxpayer Identification Number for use with this investment. Where the Custodial Account is a 100% owner of the Entity, the Entity must apply for its own Taxpayer Identification Number. The Entity is not permitted under the Custodian or Administrator’s policy to use the Taxpayer Identification Number listed above for any purpose other than the issuance of a K-1 or similar tax document to the Custodial Account. Where a Taxpayer Identification Number is necessary for this investment, the Custodian and/or Administrator must receive the information for our records prior to our funding this investment.

4. If the Entity will operate a business, own debt financed property or will rent personal property and is a pass-through entity for federal income tax purposes, the Custodial Account may owe Unrelated Business Income Tax (UBIT) on any profits from the investment in the Entity. Neither Custodian nor Administrator will prepare IRS Form 990T or any similar state tax filing on behalf of the Custodial Account. The Custodial Account Holder is responsible for causing these forms to be prepared and sent to the Custodian and/or Administrator for signature and filing prior to the due date of the return. Any taxes due must come from funds belonging to the Custodial Account and not from the Custodial Account Holder.

5. The Custodial Account Holder may not personally guarantee on behalf of the Custodial Account any indebtedness of the Entity to a third party, nor may the Custodial Account Holder guarantee any indebtedness of the Custodial Account to the Entity.

6. If this investment is for accredited investors only, the Custodial Account Holder, in his or her capacity as the beneficiary of the Custodial Account, must sign any required accredited investor certifications.

7. All notices concerning the investment in the Entity shall be set to the Custodial Account Holder at the address provided to the Entity by the Custodial Account Holder.

8. All payments, income distributions, and/or payoffs related to this investment must be made to Custodian and/or Administrator. Under the Internal Revenue code, NO PAYMENTS CAN BE MADE directly to a Custodial Account Holder (or a Custodial Account Holder’s nominee). Should the Entity make a distribution directly to the Custodial Account Holder, the Entity agrees to indemnify Custodian and/or Administrator against any and all liability concerning IRS compliance related to said improper disbursement.

**Corporate Headquarters:** New Vision Trust Company, 401 E. 8th Street, Suite 200R, Sioux Falls, South Dakota 57103

Rev. 04/18
To comply with IRS requirements, the Entity must provide the Custodian and/or Administrator with a fair market valuation of the Entity and the Custodial Account Holder's ownership interest in the Entity as of December 31 of the prior year (as defined in IRS Publication 590) by January 31st of each year. This valuation information will be reported to the IRS on Form 5498.

Due to the nature of the Custodial Account, in the event the Custodial Account Holder dies, requests a distribution of the asset, converts the Custodial Account, obtains a divorce in which the Custodial Account is awarded to the Custodial Account Holder's former spouse, or changes the custodian or administrator of the Custodial Account, it may be necessary to change the ownership and address listed as the investor in the Entity. In any of these events, the Custodian, Administrator, Custodial Account Holder, or the successor to a deceased Account Holder in the case of death, will provide written notice of any such change. The Entity will be required to change its records to reflect the new information at that time.

In the event of any future capital contributions to the Entity are required or desired, (and provided the Custodial Account Owner determines that the capital call is not a prohibited transaction under Internal Revenue Code §4975 and there are sufficient Undirected Cash in the Custodial Account) the Capital call shall be limited to the Custodial Account balance. The Custodial Account Owner may not advance funds to the Custodial Account.

Custodian and/or Administrator may not provide information related to a Custodial Account unless the Custodial Account Holder has executed and delivered to the Custodian and/or Administrator, an original Interested Party Designation or Limited Power of Attorney, with the signature(s) either notarized or Medallion Guaranteed, giving the person making the inquiry authority to obtain information on the Account.

As part of your Investor Suitability Process the Entity must determine if the Custodial Account Holder may be subject to Required Minimum Distributions (RMD).

The Entity is prohibited from suggesting or implying to investors that the Custodian and/or Administrator has approved, endorsed or recommended the Entity’s offering and the Entity understands that the Custodian and Administrator are neutral third parties who have not reviewed the Entity’s offering for anything beyond administrative feasibility.

The Entity shall provide potential investors with Operating Agreements and/or Subscription Documents (or alternately, with Private Placement Memorandums or any offering documents, as may be applicable). Each Custodial Account Holder must submit their own set of completed offering documents (Initialed and signed as read and approved).

If the Plan Asset Regulations apply to this investment, the Custodial Account will be deemed to own not only shares in the Entity itself but also a pro rata share of the underlying assets of the Entity for purposes of the prohibited transaction rules of Internal Revenue Code §4975. A review of the prohibited transaction rules, the Plan Asset Regulations (29 C.F.R. §2510.3-101) and interpretive Bulletin 75-2 (29 C.F.R. §2509.75-2) is strongly encouraged so that you will know which assets need to be evaluated and how to conduct the evaluation, with respect to the existence or absence of a prohibited transaction. If a prohibited transaction occurs, the Account is treated as having been distributed to the Account Holder as of January 1 of the year in which the prohibited transaction occurs. Additional penalties may apply to any disqualified persons who participated in the prohibited transaction.

Neither the Custodian nor the Administrator review or complete the subscription agreement, by-laws, operating agreement, partnership agreement, or trust agreement, as applicable, other than to verify that the Custodial Account's ownership interest in the Entity is titled correctly, that the mailing address and employer identification number (E.I.N.) are correct, and that the amount of the investment matches the Direction of Investment from the Custodial Account Holder. The Custodial Account Holder is responsible to make sure the Entity is not formed and will not operate in a way that violates the prohibited transaction rules of Internal Revenue Code §4975.

The Entity shall promptly inform Custodian and/or Administrator of any change in address, telephone number, or company status (such as bankruptcy filings, regulatory agency investigations or litigation).

**ENTITY ACKNOWLEDGMENT AND ACCEPTANCE OF CUSTODIAL ACCOUNT TERMS**

The undersigned Authorized Entity Representative does hereby acknowledge receipt and review of this Entity Investment Instruction Letter and agree to comply with the requirements contained herein. The Entity acknowledges that neither Custodian nor Administrator sells or endorses any investment products, and that they are not affiliated in any way with the Entity or any investment provider.

**CUSTODIAL ACCOUNT HOLDER ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS**

The undersigned Custodial Account Holder, does hereby acknowledge receipt and review of this Entity Investment Instruction Letter, and agree to comply with the requirements contained herein and certify, as the Custodial Account Holder, I have done my own due diligence on the Entity. I further acknowledge and understand that neither the Custodian nor the Administrator shall make any attempt to evaluate the Entity or the individuals involved with the Entity. I understand that I am solely responsible for evaluating the Entity, its operations and its investment potential. I agree to indemnify and hold harmless the Custodian and Administrator, including their respective officers, directors, shareholders and employees against any liability associated with my investing the Custodial Account and/or Administrator to invest in the Entity. I understand that neither Custodian nor Administrator sells or endorses any investment products, and that they are not affiliated in any way with the Entity or any investment provider. I understand that the roles of the Custodian and Administrator are limited, and their responsibilities do not include investment selection for my Custodial Account. I further acknowledge and consent to the Custodial Agreement (Form S305), Fee Schedule and Account Disclosure Statement and other terms of the Custodial Account as currently written, or as they may be amended from time to time, which shall govern the terms of the Custodial Account investment in the Entity are incorporated into this Entity Investment Compliance Notification by reference herein.

Custodial Account Holder Name: ___________________________  Date: ___________________________